

<i>SERFF Tracking Number:</i>	<i>GARD-125483275</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance &amp; Annuity Company</i>	<i>State Tracking Number:</i>	<i>38957</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>08-GVFA</i>		
<i>TOI:</i>	<i>A08G Group Annuities - Unallocated</i>	<i>Sub-TOI:</i>	<i>A08G.001 Funding Agreement</i>
<i>Product Name:</i>	<i>Group Variable Funding Agreement</i>		
<i>Project Name/Number:</i>	<i>Group Variable Funding Agreement/08-GVFA</i>		

## Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: Group Variable Funding Agreement      SERFF Tr Num: GARD-125483275 State: ArkansasLH

TOI: A08G Group Annuities - Unallocated	SERFF Status: Closed	State Tr Num: 38957
Sub-TOI: A08G.001 Funding Agreement	Co Tr Num: 08-GVFA	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Connie Gelfat, Carline Hamilton	Disposition Date: 05/20/2008
	Date Submitted: 05/08/2008	Disposition Status: Approved
Implementation Date Requested:		Implementation Date:

State Filing Description:

## General Information

Project Name: Group Variable Funding Agreement	Status of Filing in Domicile: Pending
Project Number: 08-GVFA	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small
Overall Rate Impact:	Group Market Type: Employer
Filing Status Changed: 05/20/2008	
State Status Changed: 05/20/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Re: The Guardian Insurance & Annuity Company, Inc. (GIAC)

Group Variable Funding Agreement, Form 08-GVFA

The Guardian Separate Account T Rider, Form 08-SAR

*SERFF Tracking Number:* GARD-125483275 *State:* Arkansas  
*Filing Company:* The Guardian Insurance & Annuity Company *State Tracking Number:* 38957  
Inc.  
*Company Tracking Number:* 08-GVFA  
*TOI:* A08G Group Annuities - Unallocated *Sub-TOI:* A08G.001 Funding Agreement  
*Product Name:* Group Variable Funding Agreement  
*Project Name/Number:* Group Variable Funding Agreement/08-GVFA

**Application form GVFA-APP 2008**

Dear Commissioner:

Enclosed for your review and approval are the forms listed above. These forms do not replace any form previously approved by your Department. We intend to introduce these forms in July of this year, subject to approval by your Department.

**Form 08-GVFA**

This form will be used as a funding vehicle for qualified pension and profit sharing plans as authorized under Section 401(a) of the Internal Revenue Code. It will be issued to trustees of a trust established by the employer, on behalf of its own pension, retirement or profit sharing plans authorized under Section 401 under which all or any specified class or classes of its employees may participate.

This form allows the owner to allocate deposits to variable investment options and a fixed rate option. Exchanges are allowed between the various allocation options. Withdrawals from the fixed rate option may be subject to a Market Value Adjustment (MVA). The MVA is described further in the agreement. Since this is not an annuity contract there are no annuitization options available under the agreement.

This agreement is funded by a separate investment account. The separate account is The Guardian Separate Account T.

**Form 08-SAR**

This rider will always be attached to the above agreement and will be used to describe the sub-account charges that are applicable to the variable investment options at the separate account level. The rider also describes the calculation of the net asset value of each sub-account (Variable Investment Option).

**Application GVFA-APP 2008**

This application will be used to apply for this product.

These forms will be laser emitted or pre-printed with language identical to that approved by the Department. GIAC

SERFF Tracking Number: GARD-125483275 State: Arkansas  
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reserves the right to change the duplex printing, line location of sentences and words and the type font (but not the point size) of pages and forms without submitting them for approval.

A statement of variability is enclosed and indicates the fields on the contract pages that we would like to have considered to be variable (denoted by brackets) and explains each of these variables in detail. An actuarial memorandum is also enclosed. Any applicable certifications and fees, if required, are included.

Readability requirements do not apply to these forms since they are used as a funding vehicle for a pension or profit sharing plan.

This submission was prepared by Carol Nardella. If you have any questions concerning this submission, please feel free to contact either myself or Ms. Nardella toll free at 1-(877) 600-1460 or e-mail her at (carol\_nardella@glic.com).

Sincerely,

Pete Diggins  
Manager, Compliance  
Phone (212) 598-7436  
e-mail peter\_j\_diggins@glic.com

Encl.

## Company and Contact

### Filing Contact Information

Carol Nardella, Senior Compliance & Research Carol\_Nardella@glic.com  
Specialist  
7 Hanover Square (212) 598-1683 [Phone]  
New York, NY 10004 (212) 919-2592[FAX]

### Filing Company Information

SERFF Tracking Number:	GARD-125483275	State:	Arkansas
Filing Company:	The Guardian Insurance & Annuity Company	State Tracking Number:	38957
	Inc.		
Company Tracking Number:	08-GVFA		
TOI:	A08G Group Annuities - Unallocated	Sub-TOI:	A08G.001 Funding Agreement
Product Name:	Group Variable Funding Agreement		
Project Name/Number:	Group Variable Funding Agreement/08-GVFA		
The Guardian Insurance & Annuity Company	CoCode: 78778	State of Domicile:	Delaware
Inc.			
7 Hanover Square	Group Code: 429	Company Type:	
New York, NY 10004	Group Name:	State ID Number:	
(212) 598-8000 ext. [Phone]	FEIN Number: 13-2656036		
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SERFF Tracking Number: GARD-125483275 State: Arkansas  
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 38957  
Inc.  
Company Tracking Number: 08-GVFA  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? Yes  
Fee Explanation: DE,our domicile state,fee is \$50 per form  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$150.00	05/08/2008	20169686

*SERFF Tracking Number:*      *GARD-125483275*      *State:*      *Arkansas*  
*Filing Company:*      *The Guardian Insurance & Annuity Company*      *State Tracking Number:*      *38957*  
   *Inc.*  
*Company Tracking Number:*      *08-GVFA*  
*TOI:*      *A08G Group Annuities - Unallocated*      *Sub-TOI:*      *A08G.001 Funding Agreement*  
*Product Name:*      *Group Variable Funding Agreement*  
*Project Name/Number:*      *Group Variable Funding Agreement/08-GVFA*

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	05/20/2008	05/20/2008

SERFF Tracking Number:	GARD-125483275	State:	Arkansas
Filing Company:	The Guardian Insurance & Annuity Company	State Tracking Number:	38957
	Inc.		
Company Tracking Number:	08-GVFA		
TOI:	A08G Group Annuities - Unallocated	Sub-TOI:	A08G.001 Funding Agreement
Product Name:	Group Variable Funding Agreement		
Project Name/Number:	Group Variable Funding Agreement/08-GVFA		

## Disposition

Disposition Date: 05/20/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-125483275 State: Arkansas

Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 38957  
Inc.

Company Tracking Number: 08-GVFA

TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement

Product Name: Group Variable Funding Agreement

Project Name/Number: Group Variable Funding Agreement/08-GVFA

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of variability		Yes
Form	Group Variable Funding Agreement		Yes
Form	The Guardian Separate Account T Rider		Yes
Form	Group Variable Funding Agreement Application		Yes



SERFF Tracking Number: GARD-125483275 State: Arkansas

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Inc.

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## Form Schedule

Lead Form Number: 08-GVFA

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08-GVFA	Funding Agreement (Annuity, Individual and Group)	Group Variable Funding Agreement	Initial		0	08-GVFA.pdf
	08-SAR	Certificate Amendment, Insert Page, Endorsement or Rider	The Guardian Separate Account T Rider	Initial		0	08-SAR.pdf
	GVFA-APP 2008	Application/ Enrollment Form	Group Variable Funding Agreement Application	Initial		0	GVFA- APP 2008.pdf



The Guardian Insurance &  
Annuity Company, Inc.

A Stock Company  
Incorporated in the  
State of Delaware

Customer Service Office:  
P.O. Box 26280  
Lehigh Valley, PA 18002-6280

Read this Agreement carefully. This Agreement is a legal agreement between the Owner and The Guardian Insurance & Annuity Company, Inc. (the Company).

The Company will provide the benefits of this Agreement in accordance with its provisions. The entire Agreement consists of the Agreement and any attached riders, endorsements and application(s). This Agreement is issued by the Company at its Customer Service Office. The Company's home office is 1209 Orange Street, Wilmington, Delaware 19801. **However, the Company receives all communications at its Customer Service Office.**

Secretary

President

**THE VALUES PROVIDED BY THIS AGREEMENT THAT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED. SEE THE "INVESTMENT VALUE" SECTION FOR AN EXPLANATION OF THE VARIABLE VALUES PROVIDED UNDER THIS AGREEMENT.**

**WITHDRAWALS AND EXCHANGES FROM THE FIXED RATE OPTION MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT. SEE THE "MARKET VALUE ADJUSTMENT" SECTION FOR AN EXPLANATION.**

**Group Variable Funding Agreement - Unallocated**

- \* Non-participating—No dividends payable.
- \* Flexible Deposits may be made under this Agreement.

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## SPECIFICATIONS PAGE

**OWNER:** [Trustee(s) of ABC Company 401(k) Plan]

**AGREEMENT NUMBER:** [123456]

**EFFECTIVE DATE:** [April 1, 2008]

### Fixed Rate Option (See Section 2)

Maximum Exchange Factor: [.30]

Maximum Allocation: [\$1,000,000]

Interest Rate Period	Effective Annual Interest Rate
1/1/2008-12/31/2008	4.0%
1/1/2009-12/31/2009	3.35% *

\* The effective annual interest rate to be declared for this Interest Rate Period will not be less than the rate shown.

### Variable Investment Options (See Section 3)

(A Table of Variable Investment Options selected by the Owner and available to Participants under the Plan is shown in the attached Guardian Separate Account T Rider.)

**Daily Asset Charge:** The Company will assess a Daily Asset Charge of [0.000030304] ([1.10%] annually) of the Investment Value allocated to each of the Variable Investment Options.

The Daily Asset Charge shown above includes the following charges:

- An annual Sales Expense Recovery Charge of [.35%] of the Investment Value allocated to each of the Variable Investment Options for recovery of expenses related to the sale of this Agreement.
- An annual Third Party Administrative Fee of [.35%] of the Investment Value allocated to each of the Variable Investment Options for Third Party Administrative fees.
- An annual Self-Directed Brokerage Account Fee of [.05%] of the Investment Value allocated to each of the Variable Investment Options for the self-directed brokerage option. This charge is applied to the Investment Value allocated to each of the Variable Investment Options and not Plan assets that are held in the self-directed brokerage account.
- **Expense Adjustment Charge:** The Company will credit, as a Deposit, an expense adjustment in an amount equal to [5%] of Plan assets existing prior to the Effective Date, not to exceed [\$1,000,000], which is transferred to this Agreement within the first Agreement Year, upon receipt of such assets in Good Order. In consideration of the expense adjustment, the Daily Asset Charge includes an annual Expense Adjustment Charge in the amount of [.35%] of the Investment Value allocated to each of the Variable Investment Options. The Expense Adjustment Charge will be eliminated and the Daily Asset Charge reduced accordingly as of the Valuation Date that next follows the Valuation Date on which (a) equals or exceeds (b), where (a) is the accumulated amount that results from multiplying [0.000123] ([.35%] annually) times the Investment Value each calendar day and (b) is the amount of the expense adjustment plus interest at an effective annual rate equal to [4%]. This interest rate is based on the [U.S. Prime Rate as shown in the Wall Street Journal] as of [January 1, 2008]. If this Agreement terminates before (a) exceeds (b) as specified above, any remaining balance (the amount by which (b) exceeds (a)) will be deducted from the Investment Value before disbursement in accordance with Section 9.3 of the Agreement.

**Contingent Deferred Charge Schedule (see Section 8.3)**

Agreement Year	Contingent Deferred Charge Percentage
[0	7%
1	6%
2	5%
3	4%
4	3%
5	2%
6	1%
7 and later	0% ]

**Agreement Charge:** If the Investment Value of this Agreement is less than [\$750,000] on an Agreement Anniversary, or upon the termination of this Agreement, a charge of [\$1,200] will be assessed against the Investment Value on such date.

**Outside Options:** The following are the Outside Options that the Company will permit the Investment Value of this Agreement to be exchanged to:  
[Self-Directed Brokerage Account]

All Exchanges to and from an Outside Option must be made initially through the [SSgA Short Term Investment Fund Allocation Option].

**Deposits:** Credited within [3] Valuation Dates, as described in Section 5.

**Exchanges:** Executed within [3] Valuation Dates, as described in Section 6.

**Withdrawals:** Disbursed within [5] Valuation Dates except for Withdrawals due to (i) Agreement termination or (ii) non-benefit Withdrawal of the entire Investment Value allocated to the Fixed Rate Option and the Owner elects the Installment Payment Method. Withdrawals described in (i) above, will be disbursed within [60] Valuation Dates as described in Section 7.

The Company's Customer Service Office

may be accessed by the Owner

at

[1-877-500-2380]

during business hours

to answer any inquiries concerning this Agreement

or to provide assistance in resolving complaints.

## 1. DEFINITIONS

Certain important terms used in this Agreement are defined below. Additional terms, not explained here, are defined in other parts of this Agreement.

<b>Agreement Anniversary</b>	The annual anniversary measured from the Effective Date of this Agreement.
<b>Agreement Year</b>	Any period of twelve consecutive months, beginning on the Effective Date or any Agreement Anniversary.
<b>Allocation Option</b>	Each Variable Investment Option or the Fixed Rate Option selected by the Owner under this Agreement.
<b>Company</b>	The Guardian Insurance & Annuity Company, Inc.
<b>Competing Allocation Option</b>	Any type of investment marketed by a financial institution which includes in its terms and conditions a guarantee of principal and interest, any money market mutual fund, any money market investment, any investment fund that consists primarily of investments in short term bonds and any other fund or type of investment reasonably determined by the Company to be a competing allocation option after notice to the Owner.
<b>Deposit</b>	A payment into this Agreement.
<b>Effective Date</b>	The date this Agreement is issued by the Company at its Customer Service Office. The Effective Date for this Agreement is shown on the Specifications page.
<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, as amended, the rules and regulations thereunder, and successor provisions thereto.
<b>Exchange</b>	The transfer of (i) all or a portion of the Investment Value of an Allocation Option to one or more other Allocation Option(s) or from the Allocation Option specified in Section 6 to an Outside Option; or (ii) assets from an Outside Option to the Allocation Option specified in Section 6. Each Exchange between Allocation Options consists of the offsetting cancellation and purchase of Units of equivalent Investment Value executed on the same Valuation Date.
<b>Fixed Rate Option</b>	An Allocation Option to which Deposits and Exchanges may be allocated. This Allocation Option pays fixed rates of interest for specified Interest Rate Periods. Interest rates may fluctuate from one Interest Rate Period to another.
<b>Fund</b>	A registered investment company, a mutual fund or a separate investment portfolio of a mutual fund, a collective trust fund maintained by a bank, or pooled separate account of an insurance company (including but not limited to an affiliate), a portfolio of securities or fund of funds under management by the Company or a sub-advisor selected by the Company or any other investment permitted by law in which a Variable Investment Option invests.
<b>Good Order</b>	Notice from any party authorized to initiate a transaction under this Agreement, received at the Customer Service Office in a format satisfactory to the Company that includes all information and documents required by the Company to process a transaction with such clarity and completeness that the Company is not required to exercise any discretion in processing said transaction. Where written notice is required to be provided to the Company, the term "written" means telephonic and electronic communication, voice response systems and any other intentional reduction of information to a tangible form accepted by the Company.

<b>Interest Rate Period</b>	The period, as shown on the Specifications page, during which a specified effective annual interest rate for the Fixed Rate Option is applicable.
<b>Internal Revenue Code</b>	The Internal Revenue Code of 1986, as amended, the rules and regulations there under, and successor provisions thereto.
<b>Investment Value</b>	The dollar value of Units credited to this Agreement as of any Valuation Date.
<b>Maximum Allocation</b>	The amount shown on the Specifications page that is the maximum dollar amount that can be allocated to the Fixed Rate Option.
<b>Maximum Exchange Factor</b>	The factor shown on the Specifications page used in the determination of the amount that can be removed from the Fixed Rate Option without being subject to a Market Value Adjustment.
<b>Outside Option</b>	An option, other than the Allocation Options available under this Agreement, as set forth on the Specifications page.
<b>Owner</b>	The owner of this Agreement as shown on the Specifications page.
<b>Participant</b>	An eligible employee (as defined in a Plan) who participates in a Plan.
<b>Plan</b>	A pension or profit-sharing plan that qualifies under Section 401(a) of the Internal Revenue Code. This Agreement is issued in connection with a Plan, however such Plan is not part of this Agreement.
<b>Unit</b>	A measurement used to establish the value of the Owner's interest under the Agreement.
<b>Valuation Date</b>	A date on which Unit values of the Allocation Options are determined. Unit values are determined on each date on which the New York Stock Exchange or its successor is open for trading. Each Valuation Date ends at the time the New York Stock Exchange or its successor closes for trading. Unit values for any date other than a Valuation Date will be determined on the next Valuation Date.
<b>Variable Investment Option</b>	An Allocation Option, which invests in a Fund, to which Deposits and Exchanges may be allocated and for which Units are separately maintained.
<b>Withdrawal</b>	Cancellation from this Agreement of all or a portion of the Units credited to Allocation Options under this Agreement. Withdrawals are described in Section 7.
<b>Withdrawal Date</b>	The Valuation Date on which Units are cancelled in order to execute a Withdrawal.

## **2. FIXED RATE OPTION**

### **2.1 General**

If offered by the Company and elected by the Owner as an Allocation Option, information about the Fixed Rate Option will be shown on the Specifications page. The Company will credit interest on Deposits, as described in Section 5, and Exchanges, as described in Section 6, allocated to the Fixed Rate Option, as described below. Non-benefit Withdrawals from the Fixed Rate Option and Exchanges out of the Fixed Rate Option that are in excess of the limit stated in Section 6 may be subject to a Market Value Adjustment, as described in Section 8.5.

### **2.2 Declaration of Interest Rates**

On the Effective Date of this Agreement, the Company establishes an initial Interest Rate Period and the first subsequent Interest Rate Period, declares an effective annual interest rate for the initial Interest Rate Period and sets forth a minimum effective annual interest rate for the first subsequent Interest Rate Period. These effective annual interest rates and Interest Rate Periods are shown on the Specifications page.

Prior to the end of the initial Interest Rate Period, the Company will declare an effective annual interest rate for the first subsequent Interest Rate Period. The interest rate for such period will not be less than the minimum interest rate shown on the Specifications page for that period.

Prior to the end of each subsequent Interest Rate Period, the Company will establish the next subsequent Interest Rate Period and will declare the effective annual interest rate applicable to such period. Interest rates declared by the Company are subject to the Company's discretion and are based on the investment experience of the assets held in the Company's general account and financial activity and experience of the Fixed Rate Option under this Agreement including but not limited to Deposit and Exchange activity.

The Company will provide prior written notice to the Owner of the applicable interest rates and Interest Rate Periods. The minimum guaranteed effective annual interest rate for the Fixed Rate Option for any Interest Rate Period is [2.0%].

### **2.3 Interest Credited**

Interest is credited to the amount allocated to the Fixed Rate Option at a rate which, when compounded daily, equals the applicable effective annual interest rate.

The effective annual interest rate credited on the portion of the Investment Value that is allocated to the Fixed Rate Option may fluctuate from Interest Rate Period to Interest Rate Period, but will not fall below the minimum guaranteed effective annual interest rate described in Section 2.2.

## **3. VARIABLE INVESTMENT OPTIONS**

### **3.1 General**

Variable Investment Options are Allocation Options that invest in shares of a Fund. The Owner may allocate Deposits, as described in Section 5, and request Exchanges, as described in Section 6, among the Table of Variable Investment Options shown in the Separate Account Rider attached to this Agreement.

The Owner may change the Table of Variable Investment Options available under this Agreement at any time by providing written notice in Good Order to the Company. Changes will be implemented as of the effective date specified by the Owner in the written notice, but in no event less than [3] Valuation Dates after the Company's receipt of such notice. The addition of new Variable Investment Options is limited to the list of Variable Investment Options that the Company makes available as Allocation Options for newly issued group variable funding agreements of the same series as this Agreement.

If the Company adds a Variable Investment Option to its list of options that was not available to the Owner on the Effective Date of this Agreement, written notice will be sent to the Owner. The new Variable Investment Option will not be made available under this Agreement unless the Owner provides a written instruction in Good Order to change the Table of Variable Investment Options under this Agreement.



### **3.2 The Separate Account**

The Variable Investment Options under this Agreement are funded by The Guardian Separate Account T (Account T). Account T is a separate investment account established by the Company under the laws of the state of Delaware.

The Company owns the assets in Account T. The assets in Account T are kept separate from:

- \* the Company's general account; and
- \* the Company's other separate accounts.

Assets equal to the reserves and contract liabilities of Account T will not be charged with liabilities that arise from any other business the Company may conduct. The Company may transfer assets in excess of the reserves and contract liabilities of Account T to the general account. Income and realized and unrealized gains and losses from assets in each Variable Investment Option in Account T are credited to or charged against such Variable Investment Option without regard to income and realized and unrealized gains or losses in Account T's other Variable Investment Options or the Company's general account or other separate accounts. The valuation of all assets in Account T will be determined in accordance with all applicable laws and regulations.

### **3.3 Changes to Variable Investment Options**

The Company reserves the right to take certain actions that it deems necessary to serve the best interests of the Owner and appropriate to carry out the purposes of this Agreement. The Company will exercise its reserved rights only when permitted by applicable law and, except as set forth below, with the consent of the Owner as described in Section 9.2. When required by law, the Company will obtain approval of any appropriate regulatory authority.

Examples of actions the Company may take include, but are not limited to:

- discontinuing or deleting a Variable Investment Option;
- transferring any assets from a Variable Investment Option:
  - into another Variable Investment Option; or
  - into one or more separate accounts; or
  - into the Company's general account; and
- replacing the underlying Fund in which a Variable Investment Option invests with another underlying Fund.

The Owner consent described in Section 9.2 is not required, if a change related to a Variable Investment Option is required:

- by, or as a result of the action of, a sponsor, manager or advisor of an underlying Fund;
- to comply with applicable law; or
- for any other reason beyond the reasonable control of the Company.

The Company will provide written notice of any such change as soon as reasonably practicable.

## **4. INVESTMENT VALUE**

### **4.1 Calculation of Investment Value**

The Investment Value is the dollar value of all the Units credited to this Agreement, as of any Valuation Date. The Investment Value for a particular Allocation Option is determined by multiplying (a) by (b), where:

- (a) Is the number of Units credited to this Agreement for that particular Allocation Option; and
- (b) Is the Unit value for that Allocation Option as of the applicable Valuation Date, as described in Sections 4.3 and 4.5.

#### **4.2 Unit Calculation**

The number of Units purchased in each specified Allocation Option as the result of a Deposit or an Exchange is determined by dividing (a) by (b), where:

- (a) is the dollar amount deposited or exchanged into the specified Allocation Option; and
- (b) is the applicable Unit value, as defined in Sections 4.3 and 4.5, of the specified Allocation Option as of the Valuation Date on which the Deposit is credited or the Exchange is executed.

The number of Units cancelled in each specified Allocation Option as the result of a Withdrawal, Exchange or assessment of applicable charges is determined by dividing (a) by (b), where:

- (a) is the dollar amount withdrawn from the specified Allocation Option; and
- (b) is the applicable Unit value, as defined in Sections 4.3 and 4.5, of the specified Allocation Option as of the Valuation Date on which the Withdrawal, Exchange or applicable charge is executed.

#### **4.3 Unit Value for a Variable Investment Option**

The Unit value of each Variable Investment Option was established at \$10.00 as of the date operations began for that Variable Investment Option. The Unit value for each Variable Investment Option under this Agreement on any Valuation Date thereafter is determined by multiplying (a) by (b), where:

- (a) Is the Unit value for each Variable Investment Option for the immediately preceding Valuation Date; and
- (b) Is the Net Investment Factor, as described in Section 4.4.

The Unit value of each Variable Investment Option will depend on the investment experience of the Variable Investment Option. This value may increase or decrease and may vary from one Valuation Date to the next.

#### **4.4 Net Investment Factor**

The Net Investment Factor is used to calculate the Unit value of a Variable Investment Option for a Valuation Date. The Net Investment Factor is determined by dividing (a) by (b) and subtracting (c) from the result, where:

- (a) is the sub-account net asset value of the applicable Variable Investment Option, determined as of the end of the then current Valuation Date;
- (b) is the sub-account net asset value of the applicable Variable Investment Option, determined as of the end of the immediately preceding Valuation Date; and
- (c) is the Daily Asset Charge, if applicable, for the number of calendar days since the last Valuation Date.

The Net Investment Factor may be less than 1.00 since it is related to the investment experience of the Variable Investment Option.

#### **4.5 Unit Value for the Fixed Rate Option**

The Unit value of the Fixed Rate Option was established at \$10.00 as of the date the Fixed Rate Option became an Allocation Option available under this Agreement. Thereafter, the Unit value increases daily at the rate of interest as described in Section 2 and shown on the Specifications page.

#### **4.6 Outside Options**

The Owner may instruct the Company to Exchange a portion of the Investment Value of this Agreement to an Outside Option. Such instructions must be received in Good Order. The aggregate amount allocated to Outside Options for a particular Participant may not exceed [50%] of the sum of the Investment Value of the Agreement plus any amount that is currently allocated to any Outside Option as of the date of such instruction for that Participant, unless otherwise agreed to by the Company. Exchanges to or out of Outside Options are subject to the terms and conditions stated in Section 6. Unit values are not calculated for amounts allocated to Outside Options. If the Agreement is terminated, all assets held in Outside Options must first be exchanged to the Variable Investment Option in which Exchanges from Outside Options are allocated, as described in Section 6, unless agreed to by the Company.

## 5. DEPOSITS

While this Agreement is in force, the Owner may make Deposits to the Company at its Customer Service Office subject to the following:

- Deposits must be accompanied by allocation instructions in Good Order.
- Deposits will be applied to purchase Units of Allocation Options in accordance with the Owner's allocation instructions, as described in Section 4.2, within the number of Valuation Dates stated on the Specifications page following the receipt of such Deposits and the allocation instructions in Good Order.
- The sum of all Deposits and Exchanges into the Fixed Rate Option in any Agreement Year may not exceed the Maximum Allocation shown on the Specifications page without the written consent of the Company.
- The Company reserves the right to limit the number of Allocation Options to which Deposits may be allocated under this Agreement upon reasonable advance notice to the Owner.
- The Owner's right to allocate Deposits to one or more of the Variable Investment Options for the Plan or any particular Participant may be limited, modified, restricted, suspended or eliminated based on a change in rules or procedures of the Fund underlying the applicable Variable Investment Option. The Company will notify the Owner promptly upon receipt of notice from the Fund of such change.
- The Owner is solely responsible for disclosing to Participants the limits or other restrictions applicable to Deposits under this Agreement.
- Unless agreed to by the Company, Deposits will not be accepted after the Owner notifies the Company that the Plan has been or will be terminated.
- Unless agreed to by the Company, Deposits will not be accepted after either the Owner or the Company notifies the other party of the termination of the Agreement, in accordance with Section 9.3.
- Deposits into the Fixed Rate Option will not be permitted after termination of the Fixed Rate Option as an Allocation Option, as described in Section 7.5.

## 6. EXCHANGES

While this Agreement is in force, the Owner may request Exchanges, subject to the following:

- Requests for Exchanges must be received by the Company at its Customer Service Office in Good Order.
- Exchanges will be executed, as described in Section 4.2, within the number of Valuation Dates stated on the Specifications page following the receipt of the request in Good Order.
- The sum of all Deposits and Exchanges into the Fixed Rate Option in any Agreement Year may not exceed the Maximum Allocation shown on the Specifications page without the written consent of the Company.
- An Exchange from the Fixed Rate Option to one or more Variable Investment Options on any Valuation Date will be subject to a Market Value Adjustment, as described in Section 8.5, if the amount of the Exchange would cause the sum of all Exchanges from the Fixed Rate Option applicable to a given Participant during the immediately preceding 12 month period to exceed the greater of:
  - (a) the amount determined by multiplying the Maximum Exchange Factor, as shown on the Specifications page, by the Participant's Investment Value allocated to the Fixed Rate Option on the Valuation Date that the Exchange is executed; or
  - (b) [\$2,500].
- Exchanges from the Fixed Rate Option to any Competing Allocation Option will not be permitted under this Agreement.
- Unless agreed to by the Company, Exchanges will not be permitted after the Owner notifies the Company that the Plan has been or will be terminated.
- Unless agreed to by the Company, Exchanges will not be permitted after either the Owner or the Company notifies the other party of the termination of the Agreement, in accordance with Section 9.3.
- The Owner's right to make an Exchange to or from one or more of the Variable Investment Options for the Plan or any particular Participant may be limited, modified, restricted, suspended or eliminated based on a change in rules or procedures of the Fund underlying the applicable Variable Investment Option. In addition, the Company will impose any redemption fees or other restrictions or limits on short term trading required by a Fund, or reject any Exchange request if the purchase is reversed by the Fund. The Company will notify the Owner promptly upon receipt of notice from the Fund of any such event.

- Exchanges that result in the entire Investment Value allocated to the Fixed Rate Option being exchanged out of the Fixed Rate Option will result in the termination of the Fixed Rate Option as an Allocation Option for this Agreement.
- Exchanges to an Outside Option must be made from the Allocation Option stated on the Specifications page. In addition, Exchanges from an Outside Option to this Agreement also must be initially allocated to such Allocation Option.
- The Company reserves the right to limit the frequency of Exchanges under this Agreement with advance written notice to the Owner. The Owner will be permitted, at a minimum, to execute an Exchange at least once every 30 days, subject to any restrictions that a Fund may impose. However, the Company has the right, after providing reasonable advance notice to the Owner, to require Exchange requests by the Owner to be made in writing through the U.S. Postal Service or otherwise restrict electronic or telephone transfer privileges if the Company finds that the Owner (or any Participant providing elections through the Owner) is engaging in short term trading that may potentially disrupt the management of a Variable Investment Option.
- The Company reserves the right to impose:
  - any restriction or limit on transactions that is required under applicable law; or
  - other restrictions or limits that the Company reasonably believes are necessary to prevent harm to other participants and beneficiaries of the Variable Investment Options.
- The Owner is solely responsible for disclosing to Participants the fees, limits or other restrictions applicable to Exchanges under this Agreement including the Company's rights hereunder to modify such fees, limits and other restrictions and impose additional fees, limits or restrictions.

## 7. WITHDRAWALS

### 7.1 General

Withdrawal of all or a portion of the Investment Value may be requested at any time. Withdrawals may be subject to a Contingent Deferred Charge (applicable to Withdrawals from all Allocation Options) or a Market Value Adjustment (applicable to withdrawals from the Fixed Rate Option) unless they are determined to be Benefit Withdrawals as described in Section 7.2.

### 7.2 Benefit Withdrawals

Withdrawals requested for the following reasons will be considered Benefit Withdrawals for the purposes of this Agreement:

- Participant termination of employment for reasons other than:
  - an employer's bankruptcy, merger or acquisition by a successor company; or
  - any employer-initiated event, or series of events, that results or is expected to result in a greater than 15% reduction in the number of Participants covered under the Plan as of the date the event is initiated;
- Participant retirement, as defined in the Plan;
- Participant disability, as defined in the Plan;
- Participant death;
- Participant financial hardship, as defined in the Plan;
- return of excess contributions pursuant to Sections 401(k)(8) or 401(m)(6) of the Internal Revenue Code;
- minimum distribution pursuant to Section 401(a)(9) of the Internal Revenue Code;
- Participant loan, as defined in the Plan;
- Participant Withdrawal of after-tax contributions, as permitted by the Plan;
- Participant Withdrawal of amounts deposited into the Agreement by auto-enrollment under the Plan, within the first 90 days after the Participant is enrolled in the Plan; and
- qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

All other Withdrawals, including the termination of this Agreement, as described in Section 9.3, will be considered non-benefit Withdrawals unless the Withdrawal is made: (i) under the terms of the Plan, (ii) under applicable law, and (iii) with the written agreement of the Company to treat the Withdrawal as a Benefit Withdrawal for the purposes of this Agreement.

### **7.3 Withdrawal Requests**

Requests must be received by the Company at its Customer Service Office in Good Order and must include a description of the reason for the Withdrawal. A request for a Benefit Withdrawal must include a certification from the Owner that the Withdrawal qualifies as a Benefit Withdrawal pursuant to Section 7.2. The Company reserves the right to verify that such Withdrawal qualifies as a Benefit Withdrawal and the Owner shall promptly provide such verification.

### **7.4 Withdrawal Payments**

Payment of a Withdrawal will be made within the number of Valuation Dates stated on the Specifications page following the receipt of the request for a Withdrawal in Good Order, except for:

- Non-benefit Withdrawals of the entire Investment Value of the Fixed Rate Option when the Owner elects the Installment Payment Method described in Section 7.6;
- A Withdrawal made pursuant to the termination of the Agreement, as described in Section 9.3.

Payment of a Withdrawal will result in the cancellation of Units from the Allocation Options specified in the request as of the Withdrawal Date, as described in Section 4.2.

Payment of non-benefit Withdrawals will be reduced by any applicable Contingent Deferred Charge and any other charges, as described in Section 8. In addition, payment of non-benefit Withdrawals from the Fixed Rate Option that are not disbursed pursuant to the Installment Payment Method will be reduced by a Market Value Adjustment as described in Section 8.5 and a Contingent Deferred Charge, if applicable, as described in Section 8.3.

### **7.5 Withdrawal Restrictions**

Withdrawals are subject to the following:

- If the Withdrawal is for the purpose of a Plan loan to a Participant who has any Investment Value in the Fixed Rate Option, the Owner may withdraw no more than a pro-rata portion from the Fixed Rate Option. Such pro-rata portion will be calculated by multiplying the withdrawal amount requested by the ratio of the Participant's Investment Value in the Fixed Rate Option to the Participant's total Investment Value under this Agreement.
- Unless agreed to by the Company, if the Plan offers one or more Competing Allocation Option(s) and the Owner requests that a portion of any Withdrawal payment be made from the Fixed Rate Option, the Owner must withdraw money on a pro-rata basis from the Fixed Rate Option of this Agreement and from any Competing Allocation Option.
- A request for a Withdrawal of the entire Investment Value allocated to the Fixed Rate Option will result in the termination of the Fixed Rate Option as an Investment Option for this Agreement. Effective upon receipt by the Company of any such request, the Company will not accept Deposits into or permit Exchanges to or from the Fixed Rate Option. Any such request must specify whether the method of payment is to be a lump sum payment or the Installment Payment Method, as described in Sections 7.4 and 7.6.

### **7.6 Installment Payment Method**

A Withdrawal of the entire Investment Value of the Fixed Rate Option may be disbursed pursuant to the Installment Payment Method if requested by the Owner. Payments under this method are subject to the following:

- All Units will be cancelled, as described in Section 4.2, on the Withdrawal Date. The dollar value of these Units reduced by the balance of any remaining expense adjustment becomes the initial installment balance.
- The installment balance will be disbursed in six installment payments over a five-year installment payout period. The initial payment will be made within 60 days following the receipt of the request in Good Order. Successive installment payments will be made on the annual anniversary of the first installment payment for the remainder of the installment payout period. If an annual anniversary falls on a date that is not a Valuation Date, then the payment will be made on the Valuation Date that immediately follows the annual anniversary.
- The amount of each installment payment will be determined by dividing the then current installment balance by the number of installment payments then remaining before the current payment. Only Benefit Withdrawals will be allowed during the installment payout period. The installment balance will be reduced by any Benefit Withdrawal disbursed during the installment payout period.

- Installment payments are not subject to a Market Value Adjustment or Contingent Deferred Charge.
- Interest will be credited daily to the installment balance during the installment payout period at an effective annual interest rate of 2.0%.

## 8. CHARGES AND ADJUSTMENTS

### 8.1 Daily Asset Charge

If shown on the Specifications page, the Company may assess a Daily Asset Charge on the Investment Value of each of the Variable Investment Options. The Daily Asset Charge is used in the calculation of the Net Investment Factor, as described in Section 4.4. The Daily Asset Charge may include but is not limited to the following charges: Sales Expense Recovery Charge, Third Party Administrative Fee, Self-Directed Brokerage Account Fee and Expense Adjustment Charge. If the Owner elects an expense adjustment, the Company will credit an additional Deposit as set forth on the Specifications page and the Daily Asset Charge will include an Expense Adjustment Charge.

The Company reserves the right to change the Daily Asset Charge, shown on the Specifications page, provided that the Company gives the Owner at least 60 days advance written notice of any such change and the Owner consents to such change as described in Section 9.2.

### 8.2 Agreement Charge

An Agreement Charge may apply if the Investment Value of the Agreement falls below the amount shown on the Specifications page. Assessment of an Agreement Charge will result in the cancellation of Units, as described in Section 4.2, on a pro-rata basis from the Investment Value under this Agreement.

### 8.3 Contingent Deferred Charge

The Contingent Deferred Charge is equal to a percentage, shown on the Specifications page, of the Investment Value that is withdrawn from this Agreement. The Contingent Deferred Charge may reduce the dollar amount disbursed to the Owner pursuant to non-benefit Withdrawals, as described in Section 7.

### 8.4 Service Charge

If the Company performs services on behalf of the Owner in addition to those which the Company is required to perform under the terms of this Agreement, charges for those services may be paid directly by the Owner to the Company or may be deducted from the Investment Value of this Agreement, as specified by the Owner in Good Order and agreed to by the Company. The Owner directs that charges for any such services that remain outstanding more than 90 days from the date of invoice will be deducted on a pro-rata basis from the Investment Value of all Allocation Options under this Agreement.

### 8.5 Market Value Adjustment

A Market Value Adjustment may reduce the dollar amount disbursed to the Owner as a non-benefit Withdrawal from the Fixed Rate Option that is not paid out under the Installment Payment Method, as described in Section 7.6, or the amount of an Exchange from the Fixed Rate Option to one or more Variable Investment Options that exceeds the amount described in Section 6.

The Market Value Adjustment is equal to the greater of zero or the product of (a) and (b), where:

(a) is  $5 \times ((I-J) + .005)$ ,

Where  $I$  is the [5-year interest rate swap as of the end of the calendar week preceding the date of the Exchange or the Withdrawal Date, as reported in the Federal Reserve Statistical Release H.15 (or any successor to such release) + 1%] minus the sum of the Daily Asset Charge annual percentage shown on the Specifications page and the annual percentage applicable to the Sales and Service Charge shown in the Table of Variable Investment Options that is part of The Guardian Separate Account T Rider attached to this Agreement; and  $J$  is the interest rate then being credited to the Investment Value allocated to the Fixed Rate Option in this Agreement on the date of the Exchange or the Withdrawal Date.

(b) is the amount of the Investment Value withdrawn or exchanged from the Fixed Rate Option prior to the assessment of any applicable Contingent Deferred Charge or other charges.

## **8.6 Plan Expenses**

Plan expenses may be paid from the Investment Value of this Agreement in a manner and dollar amount agreed upon between the Owner and the Company.

## **8.7 Taxes**

The Company reserves the right to deduct from Deposits any applicable taxes, as determined by the Company, levied by any state or other governmental entity. The Company also reserves the right to deduct from the Investment Value of the Variable Investment Options any applicable taxes imposed on the investment earnings of the Variable Investment Options.

## **8.8 Fund Related Operating Expenses and Redemption Fees**

The operating expenses for the Funds comprising the Variable Investment Options under this Agreement can include management fees, 12b-1 fees and other expenses and costs related to the operation of the Funds. Actual charges will depend on the Variable Investment Options selected by the Owner. In addition, some Funds may impose redemption fees on short-term trading. The Company reserves the right to administer and collect any such redemption fees on behalf of the Funds pursuant to instructions received by the Company from the applicable Fund. These instructions may require imposition of such fees at the Plan or Participant level.

# **9. GENERAL PROVISIONS**

## **9.1 The Contract**

This Agreement is a legal contract between the Owner and the Company, and no other party. The entire contract consists of this Agreement, any attached riders or endorsements and a copy of the application. The Company relied upon the statements made by the Owner in the application in issuing this Agreement. All statements made by the Owner in the application are assumed to be true to the best knowledge and belief of the Owner. These statements are representations and not warranties.

Only the President, a Vice President, or the Secretary of the Company is authorized to act for the Company to make or modify this Agreement, and then only in writing. No agent is authorized to:

- change this Agreement;
- waive any of the Company's requirements; or
- waive an answer to any question on the application.

The Company will not be bound by any promise or statement made by any agent or other person except as stated above.

The Company is not party to, nor bound by, the Plan or any other document or agreement issued in connection with the Plan, other than this Agreement. The Company is not responsible for determining that the Investment Value of this Agreement is sufficient to provide the benefits under this Plan. The provisions of this Agreement govern with respect to the Company's rights and obligations, and control over any contrary provisions of the Plan.

The Company may at any time make any change in this Agreement to the extent that such change is required in order to make this Agreement conform with any law or any regulation issued by any governmental authority to which it is subject.

## **9.2 Owner Consent**

The Company reserves the right to make certain changes under the terms of this Agreement subject to the consent of the Owner. The Company will provide at least 60 days advance written notice of the proposed change in such situations. The Owner will be deemed to have consented to the proposed change if the Owner does not provide a written objection to the Company in Good Order within 60 days after notification of the proposed change is sent to the Owner.

If the Owner provides a written objection to the Company with respect to any change that requires the consent of the Owner, the Company has the right to terminate this Agreement in accordance with Section 9.3. The amount disbursed pursuant to any such termination will not be subject to any charges otherwise imposed by this Agreement, but will be reduced by the balance of any remaining expense adjustment.

### **9.3 Termination of the Agreement**

The Company reserves the right to terminate this Agreement upon the occurrence of any of the following events:

- The Investment Value under this Agreement, at any time after the first Agreement Year is less than \$50,000;
- The Plan is no longer qualified under Section 401(a) of the Internal Revenue Code, as now or hereafter amended;
- The Plan is amended and the Company determines that the amendment has a material adverse effect on its obligations under this agreement;
- The Investment Value under this Agreement falls below the expense adjustment plus accrued interest as set forth on the Specifications page less the amount previously collected from the assessment of the Expense Adjustment Charge;
- The Owner fails to consent to a change to this Agreement as described in Section 9.2;
- There has been a change in the administrative practices to which the Plan adheres and the Company determines that the change has a material adverse effect on its obligations under this Agreement;
- The Company determines that the Owner has failed to supply the information necessary for the Company to carry out the terms of this Agreement, as described in Section 9.4; or
- The Plan is terminated.

The effective date of this Agreement's termination due to the events described above will not be later than 60 days after written notice of Agreement termination is sent from the Company to the Owner.

The Owner may elect to terminate this Agreement at any time by providing the Company written notice in Good Order. The effective date of such Agreement termination will not be later than 60 days after receipt of such notice.

Effective on the date of receipt of notice of termination of this Agreement, the Company will prohibit Deposits, Exchanges, and Withdrawals, unless otherwise agreed upon by both the Company and the Owner. After the receipt of the notice of termination of this Agreement and on or before the effective date of Agreement termination, the Company will:

- cancel all of the Units in the Variable Investment Options and disburse the Investment Value in those Allocation Options, reduced by any applicable Contingent Deferred Charge, the balance of any remaining expense adjustment and any other charges as described in Section 8; and
- cancel all of the Units in the Fixed Rate Option and disburse the Investment Value in the Fixed Rate Option pursuant to the method of payment requested by the Owner, as described in Sections 7.4 and 7.6, reduced by the balance of any remaining expense adjustment. If no method of payment is requested, the Company will disburse the Investment Value in a lump sum, as described in Section 7.4.

### **9.4 Information Provided by the Owner**

The Owner must provide the Company with any information or evidence that the Company may reasonably require in order to administer this Agreement. If the Owner cannot furnish any required information, the Company may then request any person or entity authorized by the Owner to furnish such information. The Company is not liable for the fulfillment of any obligations dependent upon the receipt of such information until the Company receives it in Good Order. The Company reserves the right to audit the books and records of the Plan to verify compliance with this Agreement.

All communications to the Company, as required under this Agreement, must be in Good Order. The Owner must notify the Company of the following events at least 30 days prior to the effective date of the event:

- any amendment or change to the Plan;
- the Plan fails to remain qualified for tax purposes;
- any change in the administrative practices to which the Plan adheres;
- any change in the investment options available under the Plan;
- Plan termination;
- merger with another Plan for all or a class of Participants;
- merger, acquisition, consolidation or reorganization by any employer that sponsors the Plan; or
- any employer-initiated event, or series of events, that results or is expected to result in a greater than 15% reduction in the number of Participants covered under the Plan as of the date the first employer-initiated event is initiated.



The Owner must notify the Company of the initiation of any bankruptcy proceedings involving any employer that sponsors the Plan within 10 days after the initiation of such event.

#### **9.5 Elections Under the Agreement**

The Owner is solely responsible for providing the Company with written requests or instructions in Good Order regarding elections made under this Agreement. If the Plan allows investment or other elections by Participants, the Owner shall be responsible to provide Participants' elections to the Company in Good Order and such elections shall be deemed Owner elections for purposes of this Agreement. Elections include, but are not limited to, requests for Exchanges and Withdrawals and instructions for Deposit allocations. The Company will be fully protected in dealing with, and shall not be liable to, the Owner in all matters including accepting Deposits and making payments on the direction of, the Owner without liability as to the application of such Deposits or payments. The Owner may only make requests for actions that are permitted under this Agreement and which comply with the terms of the Plan, the Internal Revenue Code and ERISA. The Company does not assume any responsibility for such compliance. The Company has no discretionary authority or control over the assets of the Plan nor does it act, in any capacity, as a fiduciary of the Plan.

#### **9.6 Assignment**

This Agreement and the benefits and rights provided under it may not be transferred, sold, pledged as collateral or security for loans or assigned to any person or entity except the Company.

#### **9.7 Facility of Payment**

If any payee under this Agreement is a minor or is, in the Company's judgment, otherwise legally incapable of personally receiving and giving a valid receipt for any payment due the payee under this Agreement, the Company will make the payment to the legal guardian or conservator of the payee, or to such other person(s) whom the Company has reason to believe has assumed the custody and principal support of the payee. Such payments completely discharge the Company's liability with respect to this amount so paid.

#### **9.8 Payments**

All payments made by the Company under this Agreement will be disbursed from the Company's Customer Service Office. All payments made by the Owner to the Company under this Agreement will be payable at its Customer Service Office. All amounts to be paid either to or by the Company will be paid in United States dollars.

#### **9.9 Nonparticipating**

This Agreement is not eligible for dividends and does not share in the surplus earnings of the Company.

#### **9.10 Ownership of Assets**

The Company maintains ownership and control of its assets, including all assets allocated to the Separate Account and the Fixed Rate Option.

#### **9.11 Deferment**

The Company will ordinarily pay any Withdrawals within the number of days described in Section 7. However, when permitted by law, the Company may defer payment of any Withdrawals for up to 6 months after written request for such Withdrawal is received in Good Order by the Company at its Customer Service Office. Interest at the rate of 3% will be paid on any amount deferred 30 days or more.

The Company may defer calculation or payment of any Withdrawal or Exchange of Units based on separate account performance if:

- The New York Stock Exchange is closed for trading or trading has been suspended; or
- The Securities and Exchange Commission restricts trading or determines that a state of emergency exists which may make such calculation, payment or Exchange reasonably impracticable.

#### **9.12 Compensation Received by the Company**

Investment advisers (or their affiliates) of Funds offered as Variable Investment Options under this Agreement pay the Company or its affiliates compensation for services provided to the Funds. Such services may include administration, distribution, marketing or other services. The receipt of compensation from the Funds by the Company or its affiliates will not increase fees charged against the Plan above the fee and expense levels established by each Fund. Amounts received from Funds may reduce certain sub-account charges of the Variable Investment Option to the extent provided in The Guardian Separate Account T Rider attached to this Agreement. Additional information related to compensation the Company receives from Funds is available upon request.

The Company also shall be entitled, as an additional part of its compensation under this Agreement, to the earnings derived from the use of funds ("float") that may be held (i) as uninvested cash pending investment, or (ii) in demand deposit or other non-interest bearing accounts established for the payment of benefits or Plan disbursements or that are otherwise maintained for similar purposes in administering the Agreement. Float is earned at the federal funds rate. For distributions made from the Plan, the float period commences on the date the check, wire transfer, or electronic transfer is issued to a Participant or beneficiary (or other proper recipient) and ends on the date the check is presented to the Company's financial institution for payment and settles or the date the wire or electronic transfer is accepted by the receiving institution.

#### **9.13 Reports to the Owner**

Within two months after the end of each Agreement Year, or within any other period agreed upon by the Company and the Owner, the Company will provide a written report to the Owner. The report will show the Investment Value of this Agreement as of the end of the previous Agreement Year. The Company will also send appropriate statements containing such information as may be required by applicable laws, rules and regulations. Upon the expiration of 45 days after such report or statement is sent to the Owner, any transactions reflected on those statements will be considered binding.

#### **9.14 Force Majeure**

The Company shall not be responsible for any delays in the performance of any of its obligations under this Agreement when such delay is the result of "force majeure". These events include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations, power outages, fire, interruption or malfunction of communication facilities or equipment, earthquakes, other natural disasters, and any stock exchange disruptions.

#### **9.15 Voting Rights**

The Company shall advise the Owner if it receives reasonable notice from a Fund, in a timely manner, of any Fund shareholders' meetings at which the Fund shares held on behalf of the Plan under this Agreement may be voted. Also, the Company shall cause proxy materials and a form of instruction by means of which the Owner can provide instructions to the Company with respect to the voting of the Fund shares held on behalf of the Owner to be sent to the Owner. In connection with the voting of Fund shares held by it, the Company shall arrange for the handling and tallying of proxies received from the Owner. The Company, as such, shall have no right, except as herein provided, to vote any Fund shares held by it hereunder which may be registered in its name or the names of its nominees.

The Company will vote the Fund shares held by it under this Agreement in accordance with the instructions received from the Owner. In the event that the Owner gives no instructions or leaves the manner of voting discretionary, the Company will vote such shares of each Fund in the same proportion as shares of that Fund held in the same Separate Account for which instructions have been received from other owners of agreements and contracts participating in the Separate Account.



**The Guardian Insurance &  
Annuity Company, Inc.**

**Customer Service Office:  
P.O. Box 26280  
Lehigh Valley, PA 18002-6280**

**A Stock Company  
Incorporated in the  
State of Delaware**

**Group Variable Funding Agreement - Unallocated**

- \* Non-participating—No dividends payable.
- \* Flexible Deposits may be made under this Agreement.

## THE GUARDIAN SEPARATE ACCOUNT T RIDER

This rider is made part of the Agreement to which it is attached. The Variable Investment Options available under the Agreement are considered sub-accounts of The Guardian Separate Account T (Account T). The Variable Investment Options available under the Agreement are shown in the Table of Variable Investment Options. Changes may be made to these options in accordance with the terms and conditions of the Agreement to which this rider is attached.

### Sub-Account Charges

The following charges apply to each sub-account of Account T:

- The Administrative Maintenance Charge is a charge for Company expenses related to administering a sub-account available under this Agreement. The annual Administrative Maintenance Charge applicable to each sub-account is shown in the Table of Variable Investment Options and will equal [.50%] of the Investment Value allocated to that sub-account less any compensation received from the Funds that is paid to the Company or its affiliates for administration, distribution, marketing or other services provided to the Funds. If the compensation the Company receives from an underlying Fund equals or exceeds [.50%], then the Administrative Maintenance Charge will be zero for that sub-account.
- The Sales and Service Charge is a charge to recover expenses related to the sale of this Agreement. The annual Sales and Service Charge percentage of the Investment Value allocated to each sub-account is shown in the Table of Variable Investment Options.

The total daily Sub-Account Charge applicable to each sub-account is shown in the Table of Variable Investment Options. The Company reserves the right to change the Administrative Maintenance Charge or Sales and Service Charge. Increases in the Administrative Maintenance Charge that are not solely due to changes in the compensation the Company receives from the Fund and any increase in the Sales and Service Charge may be made only with the written consent of the Owner as described in Section 9.2 of the Agreement. All other changes to the Sub-Account Charges do not require such Owner consent.

### Sub-Account Net Asset Value

This sub-account net asset value is used in the determination of the Net Investment Factor described in Section 4.4 of the Agreement. The sub-account net asset value for a Variable Investment Option on any

given Valuation Date is equal to  $\left( \frac{(a) + (b)}{(c)} - (d) \right) \times (e)$  where:

- (a) is the net asset value of a Fund held in the applicable Variable Investment Option, determined as of the end of the then current Valuation Date;
- (b) is the per share or unit of interest amount of any dividend and other distributions made by the Fund since the immediately preceding Valuation Date;
- (c) is the net asset value of a Fund held in the applicable Variable Investment Option, determined as of the end of the immediately preceding Valuation Date;
- (d) is the daily Sub-Account Charges, if any, applicable to the Variable Investment Option, for the number of days since the last Valuation Date and
- (e) is the sub-account net asset value of the Variable Investment Option, determined as of the immediately preceding Valuation Date.

The Guardian Insurance & Annuity Company, Inc.



Secretary

## TABLE OF VARIABLE INVESTMENT OPTIONS

This Table provides a list of Variable Investment Options (sub-accounts) available for allocation of Deposits and Exchanges under this Agreement.

Variable Investment Option Name	Annual Administrative Maintenance Charge	Annual Sales and Service Charge	Total Annual Sub-Account Charge	Daily Sub-Account Charge
[AllianceBernstein International Value Fund	[0.05%	[0.50%	[0.55%	[0.000015110
American Century Diversified Bond Fund	0.25%	0.50%	0.75%	0.000020625
American Century Equity Income Fund	0.15%	0.50%	0.65%	0.000017866
American Century Inflation Adjusted Bond Fund	0.00%	0.50%	0.50%	0.000013733
American Century Real Estate Fund	0.15%	0.50%	0.65%	0.000017866
Columbia Marsico Growth Fund	0.00%	0.50%	0.50%	0.000013733
Columbia Small Cap Value I Fund	0.00%	0.50%	0.50%	0.000013733
Davis NY Venture Fund	0.15%	0.50%	0.65%	0.000017866
Fidelity Advisor Equity Income Fund	0.00%	0.50%	0.50%	0.000013733
Fidelity Advisor High Income Advantage Fund	0.20%	0.50%	0.70%	0.000019245
Fidelity Advisor Small Cap Fund	0.00%	0.50%	0.50%	0.000013733
Franklin Growth Fund	0.11%	0.50%	0.61%	0.000016763
Goldman Sachs Short-Duration Government Fund	0.10%	0.50%	0.60%	0.000016488
Goldman Sachs Small Cap Value Fund	0.00%	0.50%	0.50%	0.000013733
Janus Adviser Forty Fund	0.35%	0.50%	0.85%	0.000023387
Janus Adviser Mid Cap Value Fund	0.00%	0.50%	0.50%	0.000013733
JP Morgan Capital Growth Fund	0.10%	0.50%	0.60%	0.000016488
RS Emerging Markets Fund	0.00%	0.50%	0.50%	0.000013733
RS Investment Quality Bond Fund	0.00%	0.50%	0.50%	0.000013733
SSgA Bond Market Index Fund	0.00%	0.50%	0.50%	0.000013733
SSgA EAFE Index Fund	0.00%	0.50%	0.50%	0.000013733
SSgA Russell 2000 Index Fund	0.00%	0.50%	0.50%	0.000013733
SSgA S&P 500 Index Fund	0.00%	0.50%	0.50%	0.000013733
SSgA S&P MidCap Index Fund	0.00%	0.50%	0.50%	0.000013733
SSgA Short Term Investment Fund	0.00%	0.50%	0.50%	0.000013733
T. Rowe Price Equity Income Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Growth Stock Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Retirement 2010 Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Retirement 2020 Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Retirement 2030 Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Retirement 2040 Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Retirement Income Fund	0.15%	0.50%	0.65%	0.000017866
T. Rowe Price Short Term Bond Fund]	0.15%]	0.50%]	0.65%]	0.000017866]



**[Guardian NAV LAL<sup>SM</sup>]**  
**Group Variable Funding Agreement Application**  
*The Guardian Insurance & Annuity Company, Inc.*

**Regular Mail:**  
Group Pensions Customer Service Center  
P.O. Box 26280  
Lehigh Valley, PA 18002-6280

**Express Mail:**  
Group Pensions Customer Service Center  
1560 Valley Center Parkway  
Bethlehem, PA 18017-2289

**Executive Office:**  
7 Hanover Square  
New York, NY 10004

**1. GROUP VARIABLE FUNDING AGREEMENT PLAN INFORMATION**

ABC Plan

Legal Plan Name

John Doe

Plan Trustee(s)

ABC Associates

Company Sponsoring Plan

45 Main Street

Mailing Address

Anytown

City

PA

State

12345

Zip

Street Address (If mailing address is a P.O. Box)

City

State

Zip

**2. PLAN TYPE (For funding of Internal Revenue Code Section 401(a) plans only)**

☒ 401(k)

☐ Profit Sharing

☐ Money Purchase

☐ SIMPLE 401(k)

☐ Defined Benefit

☐ Other \_\_\_\_\_

**3. ALLOCATION OPTIONS**

**Variable Investment Options (Check all that apply.)**

☒ AllianceBernstein International Value Fund

☐ American Century Inflation-Adjusted Bond Fund

☒ American Century Diversified Bond Fund

☐ American Century Equity Income Fund

☐ American Century Real Estate Fund

☐ Columbia Marsico Growth Fund

☐ Columbia Small Cap Value I Fund

☐ Davis New York Venture Fund

☐ Fidelity Advisor Equity Income Fund

☐ Fidelity Advisor High Income Advantage Fund

☒ Fidelity Advisor Small Cap Fund

☐ Franklin Growth Fund

☐ Goldman Sachs Short Duration Government Fund

☐ Goldman Sachs Small Cap Value Fund

☐ Janus Adviser Forty Fund

☐ Janus Adviser Mid Cap Value Fund

☐ JP Morgan Capital Growth Fund

☐ RS Emerging Markets Fund

☒ RS Investment Quality Bond Fund

☐ SSgA Russell 2000 Index Fund

☐ SSgA S&P 500 Index Fund

☐ SSgA S&P MidCap Index Fund

☐ SSgA EAFE Index Fund

☒ SSgA Short Term Investment Fund

☐ SSgA Bond Market Index Fund

☐ T. Rowe Price Equity Income Fund

☐ T. Rowe Price Growth Stock Fund

☐ T. Rowe Price Retirement Income Fund

☐ T. Rowe Price Retirement 2010 Fund

☐ T. Rowe Price Retirement 2020 Fund

☐ T. Rowe Price Retirement 2030 Fund

☐ T. Rowe Price Retirement 2040 Fund

☐ T. Rowe Price Short Term Bond Fund

**Fixed Rate Option (Check one.)**

☐ Yes

☐ No



GVFA-APP20080101

#### 4. SIGNATURES

**For Residents of Arkansas, Kentucky, Louisiana, New Mexico, Ohio and Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For Residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**For Residents of Maine, Tennessee, Washington, Washington D.C. and Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For Residents of New Jersey:** Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For Residents of Oklahoma: Warning:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**For Residents of Florida:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

All statements made in this application are true to the best of my (our) knowledge and belief, and I (we) agree that they are adopted by and are binding on me (us) and shall form the basis for the Group Variable Funding Agreement ("the Agreement") issued by The Guardian Insurance & Annuity Company, Inc. ("the Company"). I (we) understand that the Agreement applied for shall not take effect until receipt and acceptance of this application, completed in good order, at the Company's Customer Service Center. If the Company fails to accept this application, no Agreement will be issued and any Deposit will be refunded. No agent can change the Agreement, waive any of the Company's requirements, or waive the requirement to answer any question on this application. I (we) further agree that this application shall be affixed to and become part of the Agreement and I (we) verify my (our) understanding that all payments and values provided by the Agreement, when based on the investment experience of the separate account, are variable and are not guaranteed as to a specific dollar amount. I (we) represent that the Plan is qualified under Internal Revenue Code Section 401(a) and is therefore exempt from taxation under Section 501(a). I (we) agree that I (we) understand the terms and conditions of the Agreement. I (we) acknowledge receipt of the Disclosure Document, the Specimen Agreement and the Agreement Offer and agree that I (we) understand the charges and fees, as described in these documents, which may be assessed under the Agreement. As trustee of the above-referenced Plan and acting as a fiduciary on behalf of the Plan, I (we) further acknowledge that this Agreement is a suitable funding vehicle for the Plan.

ABC Plan

Name of Plan

by: John Doe  
Plan Trustee Signature

04/29/08  
Date

Plan Trustee Signature

Date

#### 5. AGENT INFORMATION

Jack Smith

Agent or Registered Representative (Type or print name.)

Smith Financial Group

Name of Broker Dealer (Type or print name.)

456 North Broad Street

Dealer Branch Office Street Address

215-555-1234

Telephone

Branch Office

(123) 222-3456

Fax

627-53894

Branch No. / R.R. No.

Anytown

City

JSmith@hotmail.com

E-mail

PA

State

12345

Zip

State License # (Florida Reps Only)

Co-Agent/Co-Registered Representative (if any)

Branch No. / R.R. No.



GVFA-APP20080102

<i>SERFF Tracking Number:</i>	<i>GARD-125483275</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance &amp; Annuity Company</i>	<i>State Tracking Number:</i>	<i>38957</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>08-GVFA</i>		
<i>TOI:</i>	<i>A08G Group Annuities - Unallocated</i>	<i>Sub-TOI:</i>	<i>A08G.001 Funding Agreement</i>
<i>Product Name:</i>	<i>Group Variable Funding Agreement</i>		
<i>Project Name/Number:</i>	<i>Group Variable Funding Agreement/08-GVFA</i>		

## **Rate Information**

Rate data does NOT apply to filing.



SERFF Tracking Number: GARD-125483275 State: Arkansas  
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 38957  
Inc.  
Company Tracking Number: 08-GVFA  
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement  
Product Name: Group Variable Funding Agreement  
Project Name/Number: Group Variable Funding Agreement/08-GVFA

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 02/12/2008

#### Comments:

Readability requirements do not apply to these forms since they are used as a funding vehicle for a pension or profit sharing plan.

#### Attachment:

Certificate of Compliance with Arkansas Rules and Regulations 6 19 and 49.pdf

### Review Status:

**Bypassed -Name:** Application 02/12/2008

**Bypass Reason:** the application for approval is on the form schedule

#### Comments:

### Review Status:

**Satisfied -Name:** Life & Annuity - Acturial Memo 02/12/2008

#### Comments:

#### Attachment:

Act.Memo 08-GVFA Final.pdf

### Review Status:

**Satisfied -Name:** Statements of variability 03/17/2008

#### Comments:

#### Attachments:

Statement of Variability Form 08-GVFA.pdf

Statement of Variability Form 08-SAR.pdf

Statement of Variability Form GVFA-APP 2008.pdf



**Certificate of Compliance with Arkansas  
Rules and Regulations 6, 19 and 49**

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s): 08-GVFA; 08-SAR; GVFA-APP 2008

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rules and Regulations 6, 19 and 49.

\_\_\_\_\_  
Signature of Company Officer

Dennis P. Mosticchio

Name

Senior Vice President, Group Pensions

Title

Date: May 5, 2008

**The Guardian Insurance & Annuity Company Inc. (GIAC)**  
**Actuarial Memorandum for**  
**Flexible Deposit Group Variable Funding Agreement 08-GVFA and**  
**The Guardian Separate Account T Rider 08-SAR**

Policy form 08-GVFA is a flexible deposit group variable funding agreement that is similar to an annuity except that no provision is made for the purchase of annuities under the contract. Deposits can be placed into either a Fixed Rate Option or any of the Variable Investment Options that are available with this agreement. Deposits into the fixed account will accrue interest daily.

Exchanges are allowed out of one allocation option into another allocation option. There is a Maximum Exchange factor that limits the amount that can be Exchanged from the Fixed Rate Option without being subject to a Market Value Adjustment. There are also several other restrictions on Exchanges into or out of the Fixed Rate Option as outlined in the Exchanges section of the funding agreement.

Withdrawals can be taken either as a Benefit Withdrawal as described in section 7.2 of the funding agreement or as a non-benefit Withdrawal. Non-benefit Withdrawals may be subject to a Contingent Deferred Charge (CDC) or a Market Value Adjustment. Withdrawals can be taken as a lump sum. In addition, Withdrawals of the entire Investment Value of the Fixed Rate Option may be made under the Installment Payment Method option. Any non-benefit Withdrawal from the Fixed Rate Option that is not paid under the Installment Payment Method is subject to a CDC and a Market Value Adjustment that is described below. Under the Installment Payment Method, the amount withdrawn will be paid in six installment payments over a five year installment payout period. The amount of each installment is determined by dividing the then current installment balance by the number of installment payments then remaining before the current payment.

**Interest Credited for the Fixed Rate Option**

On the effective date of the funding agreement, GIAC will set an initial Interest Rate Period and the first subsequent Interest Rate Period. GIAC will also declare an effective annual interest rate for the initial Interest Rate Period and will set a minimum effective annual interest rate for the first subsequent Interest Rate Period. Prior to the end of the initial Interest Rate Period, GIAC will declare an effective annual interest rate for the first subsequent Interest Rate Period. Prior to the end of each subsequent Interest Rate Period, GIAC will set the next Interest Rate Period and will declare the effective annual interest rate applicable to such period. The minimum guaranteed annual interest rate that GIAC can declare in any year is 2.0%. New deposits are permitted into the Fixed Rate Option subject to certain yearly maximums. New deposits will earn interest at the rate that is in effect in the agreement year of the deposit until the end of such agreement year.

## Charges

The Company may assess a Daily Asset Charge on the Investment Value of each of the Variable Investment Options. The Daily Asset Charge may include the following charges: Sales Expense Recovery Charge (SERC) for recovery of expenses related to the sale of this agreement, Third Party Administrative Fees of the Investment Value allocated to each of the Variable Investment Options for the Third Party Administrative fees, Self-Directed Brokerage Account Fee which is applied to the Investment Value allocated to each of the Variable Investment Options and not Plan assets that are held in the self-directed brokerage account, and Expense Adjustment Charge (EAC) in consideration of any expense adjustment that was credited to the Agreement.

GIAC does not deduct a separate sales charge from deposit payments when made. However, a CDC or a Market Value Adjustment (applicable only to Withdrawals from the Fixed Rate Option) is imposed by GIAC on certain Withdrawals.

If the owner makes a Withdrawal that is not considered a Benefit Withdrawal, a contingent deferred charge may be incurred against amounts withdrawn. The CDC schedule is dependent on the commission arrangement in effect when the contract is issued.

In addition, payment of a non-benefit Withdrawal from the Fixed Rate Option that is not disbursed pursuant to the Installment Payment Method will be reduced by a Market Value Adjustment.

The Market Value Adjustment is equal to the greater of zero or the product of (a) and (b), where:

(a) is  $5 \times ((I-J) + .005)$ ,

Where I is the 5-year interest rate swap as of the end of the calendar week preceding the date of the Exchange or the Withdrawal Date, as reported in the Federal Reserve Statistical Release H.15 (or any successor to such release) + 1% minus the sum of the Daily Asset Charge annual percentage shown on the Specifications page and the annual percentage applicable to the Sales and Service Charge shown in the Table of Variable Investment Options that is part of the Guardian Separate Account T Rider attached to the agreement: and

J is the interest rate then being credited to the Investment Value allocated to the Fixed Rate Option in the Agreement on the date of the Exchange or the Withdrawal Date.

(b) is the amount of the Investment Value withdrawn or exchanged from the Fixed Rate Option prior to the assessment of any applicable Contingent Deferred Charge or other charges.

GIAC may assess an annual Sub-Account charge against the Variable Investment Options available under the agreement. These charges may include the following: Administrative Maintenance Charge for Company expenses related to administering a sub-account under this agreement, and Sales and Service Charge for recovery of expenses related to the sale of the agreement.

*Basis of Reserves*

Reserves for this contract will be equal to the accumulation value of the contract. The reserves for the contract will be in compliance with all applicable Actuarial Guidelines and any applicable state laws and regulations. The reserve for each accumulation account is determined in accordance with CARVM principles, using the change in fund approach with a floor of the cash value.

A handwritten signature in black ink, appearing to read "Michael Sakoulas". The signature is fluid and cursive, with the first name "Michael" and last name "Sakoulas" clearly distinguishable.

Michael Sakoulas, FSA, MAAA  
Senior Vice President & Chief Actuary of GIAC  
May 5, 2008

## **Statement of Variable Material for Form 08-GVFA**

Our submission of the above form for approval in your state includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include "John Doe" related information which means the value varies by each agreement, while other areas are considered variable to allow changes for future Agreements without requiring the form to be resubmitted for approval.

<b>Variable</b>	<b>Description</b>	<b>Page</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Owner	3	Name of the Owner of the Agreement will be shown in this field. This will typically be the Trustee of the Plan.
Variable 2	Agreement Number	3	This is a unique number which identifies the Agreement in our administrative systems and for correspondence with the owner
Variable 3	Effective Date	3	This is the date the Agreement became effective.
Variable 4	Fixed Rate Option	3	This section will appear if the owner elects to make the fixed rate option available as an allocation option under the plan. If not elected this whole section will not appear.
Variable 4.1	Maximum Exchange Factor	3	This factor is used to develop the dollar maximum that can be exchanged out of the Fixed Rate Option without the assessment of a Market Value Adjustment. The current value is .30. The range of this variable is .20 to .75.
Variable 4.2	Maximum Allocation	3	The maximum aggregate amount of Deposits and Exchanges to be permitted into the Fixed Rate Option. This variable is determined as part of the underwriting of the Plan. Generally this amount is \$1,000,000.
Variable 4.3	Interest Rate Period	3	Period in which the declared interest rate is applicable. At the time of issue, the range of this period will be from 3 months to 18 months. After the initial Interest Rate Period, the interest rate period will be 12 months, however we reserve the right to change to the period to be from 6 months to 18 months.
Variable 4.4	Interest Rate	3	The interest rate periodically declared by the Company. The interest rate will never be less than the minimum interest rate (see Variable 20).
Variable 5	Daily Asset Charge (DAC)	3	This section will appear if there are asset based contract level charges applicable to the particular Agreement.
Variable 5.1	DAC Daily Factor	3	This is the overall daily factor that is applied to the calculation of the Net Investment Factor which is used in the determination of the Unit value of a particular Variable Investment Option. It is currently made up of the following contract level asset based charges: the Sales Expense Recovery Charge, Third Party Administrative Fee, Self-Directed Brokerage Account Fee and the Expense Adjustment Charge.
Variable 5.2	DAC annual percentage	3	This is the annual percentage of the agreement level asset charges referred to in 5.1.
Variable 6	Sales Expense Recovery Charge (SERC)	3	This section will appear if there is a Sales Expense Recovery Charge applicable to the particular agreement. The SERC is applicable depending upon the commission level the broker selects. Some commission schedules result in no SERC.
Variable 6.1	SERC annual percentage	3	This is the annual percentage related to the SERC. The range of values for this field is .01%-2.50%.
Variable 7	TPA Fee	3	This section appears if the owner elects to have fees related to a third party administrator deducted from the investment value of the Agreement.
Variable 7.1	TPA Annual Fee Percentage	3	The annual TPA fee percentage and the value will be based on the fees of the TPA.

Variable 8	Self-Directed Brokerage Account (SDBA)	3	This section appears if the owner elects to set-up a Self-Directed Brokerage Account.
Variable 8.1	SDBA Annual Percentage	3	The annual SDBA percentage. The range of values for this field is 0%-.50%.
Variable 9	Expense Adjustment (EA)	3	This section appears if the owner elects to credit a deposit to this agreement to offset for the payment of charge related to the termination of a contract of another carrier in order to establish this contract. This section will appear only if an Expense Adjustment is made under the agreement
Variable 9.1	EA Percentage	3	This is the percentage of the assets that are applied as an Expense adjustment. The value is dependent upon the amount of the charge assessed by the outside carrier for the termination of their contract. The range of values will be .01%-7%.
Variable 9.2	EA Maximum Dollar Amount	3	This is the maximum dollar amount that will be credited to the Agreement as an expense adjustment. This amount will vary based on the amount of the assets being transferred to the Agreement.
Variable 9.3	Annual Expense Adjustment Charge	3	This is the annual asset charge that will be applied to this Agreement for the recovery of the expense adjustment. This amount is negotiated between the Company and the Owner.
Variable 9.4	EA Daily Factor	3	This is the daily factor that is used in the calculation of when the expense adjustment is satisfied. This factor is the daily equivalent of the annual Expense Adjustment Charge.
Variable 9.5	EA Interest Rate	3	This is the interest rate at which the expense adjustment accumulates for the determination of when the expense adjustment is satisfied.
Variable 9.6	Interest Rate Index	3	The index that is used in the determination of the interest rate on which the expense adjustment accrues. Currently that index is the U.S. Prime Rate as shown in the Wall Street Journal.
Variable 9.7	Interest Rate Index Date	3	The date on which the index referred to in Variable 9.6 is used to determine the interest rate described in Variable 9.5.
Variable 10	Contingent Deferred Charge (CDC)	3.1	This section will appear if there is a Contingent Deferred Charge applicable to this agreement. If, and the extent of, the CDC is determined based on a number of factors including the benefits included in the Agreement and the commission schedule for the Agreement.
Variable 10.1	CDC Years	3.1	Number of years the CDC charge is applicable. The range of values is 1-10 years
Variable 10.2	CDC Percentage	3.1	The percentage of a Withdrawal that is subject to a CDC charge. The range of values is .10% to 10%.
Variable 11	Agreement Charge Limit	3.1	This is the minimum Investment Value that needs to be sustained in the Agreement in order to avoid an Agreement Charge. Currently this amount is \$750,000. The range of values is \$50,000 to \$1,500,000. Any change in this amount will be applicable to newly issued agreements only.
Variable 12	Agreement Charge	3.1	This is the amount of the agreement charge that is payable if the Investment Value falls below the stated minimum. The current charge is \$1,200. The range of this charge is \$100 to \$5,000. Any change in this amount will be applicable to newly issued agreements only.
Variable 13	Outside Options	3.1	This section appears only if the Owner elects to make Outside Options available under the Agreement
Variable 13.1	Outside Options List	3.1	This is the list of Outside Options that are available under the Agreement. Currently, the only available Outside Option is the Self-Directed Brokerage Account. However, we expect to make other options in the future. The range of values in this section is the Self-Directed Brokerage Account and any other product the Company or its affiliate makes

			available as an option under the Plan.
Variable 13.2	Outside Options VIO	3.1	If Outside Options are elected under the Agreement any assets transferred from the agreement to the outside option or from the Outside Option to the Agreement will be made only through this Variable Investment Option. Currently this is the SSgA Short Term Investment Fund Allocation Option.
Variable 14	Deposit Days	3.1	This is the minimum number of Valuation Dates that the company will take to credit a Deposit that we receive. Currently, this is 3 Valuation Dates. The range of values is 1-10 Valuation Dates.
Variable 15	Exchange Days	3.1	This is the minimum number of Valuation Dates that the company will take to execute a request for an exchange of value from one allocation option to another. Currently, this is 3 Valuation Dates. The range of values is 1-10 Valuation Dates.
Variable 16	Withdrawal Days	3.1	This is the minimum number of Valuation Dates that the company will take to disburse a request for a Withdrawal. Currently, this is 5 Valuation Dates. The range of values is 1-10 days.
Variable 17	FRO Withdrawal Days	3.1	This is the minimum number of Valuation Dates that the company will take to disburse a request for a Withdrawal of the entire Investment Value allocated to the Fixed Rate Option. Currently, this is 60 Valuation Dates. The range of values is 30-90 Valuation Dates.
Variable 18	CSO Phone Number	3.1	This is the toll free 800 number that an Owner can use to contact our Customer Service Office.
Variable 19	FRO Guaranteed Interest Rate	6	This is the guaranteed minimum interest rate that will apply to the amount in the Fixed Rate Option. The current rate is 2.0%. The range of values is 1.0% and 3.0%. Any change will only affect new issues and will not effect Agreements already in force.
Variable 20	VIO Change Days	6	This is the maximum number of Valuation Dates the Company indicates that it will take to implement an owner requested change in the availability of variable investment options under the Agreement. The current value is 3 Valuation Dates. The range of values is 1-5. Any change will only affect new issues and will not effect Agreements already in force.
Variable 21	Outside Option percentage	8	This is the percentage of the investment value that may be allocated to an Outside Option. The current value is 50%. The range of values is 25%-60%. Any change will only affect new issues and will not effect Agreements already in force.
Variable 22	Exchange MVA Minimum	9	This amount is the dollar amount minimum for an exchange in order for the exchange not to be subject to a Market Value Adjustment. Currently this amount is \$2,500. The range of values is \$2,000 to \$5,000.
Variable 23	MVA Formula	12	This is the index used as part of the MVA formula to calculate the amount of an MVA applicable to some exchanges or withdrawals. Currently this index is the 5-year interest rate swap as of the end of the calendar week preceding the date of the Exchange or the Withdrawal Date, as reported in the Federal Reserve Statistical Release H.15 (or any successor to such release) + 1%.



## SPECIFICATIONS PAGE

OWNER: [Variable 1]

AGREEMENT NUMBER: [Variable 2]

EFFECTIVE DATE: [Variable 3]

### Fixed Rate Option (See Section 2)

Maximum Exchange Factor: [Variable 4.1]

Maximum Allocation: [Variable 4.2]

Interest Rate Period	Effective Annual Interest Rate
Variable 4.3	Variable 4.4
Variable 4.3	Variable 4.4

\* The effective annual interest rate to be declared for this Interest Rate Period will not be less than the rate shown.

### Variable Investment Options (See Section 3)

(A Table of Variable Investment Options selected by the Owner and available to Participants under the Plan is shown in the attached Guardian Separate Account T Rider.)

**Daily Asset Charge:** The Company will assess a Daily Asset Charge of [Variable 5.1] ([Variable 5.2] annually) of the Investment Value allocated to each of the Variable Investment Options.

The Daily Asset Charge shown above includes the following charges:

- An annual Sales Expense Recovery Charge of [Variable 6.1] of the Investment Value allocated to each of the Variable Investment Options for recovery of expenses related to the sale of this Agreement.
- An annual Third Party Administrative Fee of [Variable 7.1] of the Investment Value allocated to each of the Variable Investment Options for Third Party Administrative fees.
- An annual Self-Directed Brokerage Account Fee of [Variable 8.1] of the Investment Value allocated to each of the Variable Investment Options for the self-directed brokerage option. This charge is applied to the Investment Value allocated to each of the Variable Investment Options and not Plan assets that are held in the self-directed brokerage account.

- **Expense Adjustment Charge:** The Company will credit, as a Deposit, an expense adjustment in an amount equal to [Variable 9.1] of Plan assets existing prior to the Effective Date, not to exceed [Variable 9.2], which is transferred to this Agreement within the first Agreement Year, upon receipt of such assets in Good Order. In consideration of the expense adjustment, the Daily Asset Charge includes an annual Expense Adjustment Charge in the amount of [Variable 9.3] of the Investment Value allocated to each of the Variable Investment Options. The Expense Adjustment Charge will be eliminated and the Daily Asset Charge reduced accordingly as of the Valuation Date that next follows the Valuation Date on which (a) equals or exceeds (b), where (a) is the accumulated amount that results from multiplying [Variable 9.4] ([Variable 9.3] annually) times the Investment Value each calendar day and (b) is the amount of the expense adjustment plus interest at an effective annual rate equal to [Variable 9.5]. This interest rate is based on the [Variable 9.6] as of [Variable 9.7]. If this Agreement terminates before (a) exceeds (b) as specified above, any remaining balance (the amount by which (b) exceeds (a)) will be deducted from the Investment Value before disbursement in accordance with Section 9.3 of the Agreement.

**Contingent Deferred Charge Schedule (see Section 8.3)**

<b>Agreement Year</b>	<b>Contingent Deferred Charge Percentage</b>
<b>[Variable 10.1]</b>	<b>[Variable 10.2]</b>

**Agreement Charge:** If the Investment Value of this Agreement is less than **[Variable 11]** on an Agreement Anniversary, or upon the termination of this Agreement, a charge of **[Variable 12]** will be assessed against the Investment Value on such date.

**Outside Options:** The following are the Outside Options that the Company will permit the Investment Value of this Agreement to be exchanged to:  
**[Variable 13.1]**

All Exchanges to and from an Outside Option must be made initially through the **[Variable 13.2]**.

**Deposits:** Credited within **[Variable 14]** Valuation Dates, as described in Section 5.

**Exchanges:** Executed within **[Variable 15]** Valuation Dates, as described in Section 6.

**Withdrawals:** Disbursed within **[Variable 16]** Valuation Dates except for Withdrawals due to (i) Agreement termination or (ii) non-benefit Withdrawal of the entire Investment Value allocated to the Fixed Rate Option and the Owner elects the Installment Payment Method. Withdrawals described in (i) above, will be disbursed within **[Variable 17]** Valuation Dates as described in Section 7.

The Company's Customer Service Office

may be accessed by the Owner

at

**[Variable 18]**

during business hours

to answer any inquiries concerning this Agreement

or to provide assistance in resolving complaints.

## 2. FIXED RATE OPTION

### 2.1 General

If offered by the Company and elected by the Owner as an Allocation Option, information about the Fixed Rate Option will be shown on the Specifications page. The Company will credit interest on Deposits, as described in Section 5, and Exchanges, as described in Section 6, allocated to the Fixed Rate Option, as described below. Non-benefit Withdrawals from the Fixed Rate Option and Exchanges out of the Fixed Rate Option that are in excess of the limit stated in Section 6 may be subject to a Market Value Adjustment, as described in Section 8.5.

### 2.2 Declaration of Interest Rates

On the Effective Date of this Agreement, the Company establishes an initial Interest Rate Period and the first subsequent Interest Rate Period, declares an effective annual interest rate for the initial Interest Rate Period and sets forth a minimum effective annual interest rate for the first subsequent Interest Rate Period. These effective annual interest rates and Interest Rate Periods are shown on the Specifications page.

Prior to the end of the initial Interest Rate Period, the Company will declare an effective annual interest rate for the first subsequent Interest Rate Period. The interest rate for such period will not be less than the minimum interest rate shown on the Specifications page for that period.

Prior to the end of each subsequent Interest Rate Period, the Company will establish the next subsequent Interest Rate Period and will declare the effective annual interest rate applicable to such period. Interest rates declared by the Company are subject to the Company's discretion and are based on the investment experience of the assets held in the Company's general account and financial activity and experience of the Fixed Rate Option under this Agreement including but not limited to Deposit and Exchange activity.

The Company will provide prior written notice to the Owner of the applicable interest rates and Interest Rate Periods. The minimum guaranteed effective annual interest rate for the Fixed Rate Option for any Interest Rate Period is [Variable 19].

### 2.3 Interest Credited

Interest is credited to the amount allocated to the Fixed Rate Option at a rate which, when compounded daily, equals the applicable effective annual interest rate.

The effective annual interest rate credited on the portion of the Investment Value that is allocated to the Fixed Rate Option may fluctuate from Interest Rate Period to Interest Rate Period, but will not fall below the minimum guaranteed effective annual interest rate described in Section 2.2.

## 3. VARIABLE INVESTMENT OPTIONS

### 3.1 General

Variable Investment Options are Allocation Options that invest in shares of a Fund. The Owner may allocate Deposits, as described in Section 5, and request Exchanges, as described in Section 6, among the Table of Variable Investment Options shown in the Separate Account Rider attached to this Agreement.

The Owner may change the Table of Variable Investment Options available under this Agreement at any time by providing written notice in Good Order to the Company. Changes will be implemented as of the effective date specified by the Owner in the written notice, but in no event less than [Variable 20] Valuation Dates after the Company's receipt of such notice. The addition of new Variable Investment Options is limited to the list of Variable Investment Options that the Company makes available as Allocation Options for newly issued group variable funding agreements of the same series as this Agreement.

If the Company adds a Variable Investment Option to its list of options that was not available to the Owner on the Effective Date of this Agreement, written notice will be sent to the Owner. The new Variable Investment Option will not be made available under this Agreement unless the Owner provides a written instruction in Good Order to change the Table of Variable Investment Options under this Agreement.

#### 4.1 Unit Calculation

The number of Units purchased in each specified Allocation Option as the result of a Deposit or an Exchange is determined by dividing (a) by (b), where:

- (a) is the dollar amount deposited or exchanged into the specified Allocation Option; and
- (b) is the applicable Unit value, as defined in Sections 4.3 and 4.5, of the specified Allocation Option as of the Valuation Date on which the Deposit is credited or the Exchange is executed.

The number of Units cancelled in each specified Allocation Option as the result of a Withdrawal, Exchange or assessment of applicable charges is determined by dividing (a) by (b), where:

- (a) is the dollar amount withdrawn from the specified Allocation Option; and
- (b) is the applicable Unit value, as defined in Sections 4.3 and 4.5, of the specified Allocation Option as of the Valuation Date on which the Withdrawal, Exchange or applicable charge is executed.

#### 4.2 Unit Value for a Variable Investment Option

The Unit value of each Variable Investment Option was established at \$10.00 as of the date operations began for that Variable Investment Option. The Unit value for each Variable Investment Option under this Agreement on any Valuation Date thereafter is determined by multiplying (a) by (b), where:

- (a) Is the Unit value for each Variable Investment Option for the immediately preceding Valuation Date; and
- (b) Is the Net Investment Factor, as described in Section 4.4.

The Unit value of each Variable Investment Option will depend on the investment experience of the Variable Investment Option. This value may increase or decrease and may vary from one Valuation Date to the next.

#### 4.3 Net Investment Factor

The Net Investment Factor is used to calculate the Unit value of a Variable Investment Option for a Valuation Date. The Net Investment Factor is determined by dividing (a) by (b) and subtracting (c) from the result, where:

- (a) is the sub-account net asset value of the applicable Variable Investment Option, determined as of the end of the then current Valuation Date;
- (b) is the sub-account net asset value of the applicable Variable Investment Option, determined as of the end of the immediately preceding Valuation Date; and
- (c) is the Daily Asset Charge, if applicable, for the number of calendar days since the last Valuation Date.

The Net Investment Factor may be less than 1.00 since it is related to the investment experience of the Variable Investment Option.

#### 4.5 Unit Value for the Fixed Rate Option

The Unit value of the Fixed Rate Option was established at \$10.00 as of the date the Fixed Rate Option became an Allocation Option available under this Agreement. Thereafter, the Unit value increases daily at the rate of interest as described in Section 2 and shown on the Specifications page.

#### 4.6 Outside Options

The Owner may instruct the Company to Exchange a portion of the Investment Value of this Agreement to an Outside Option. Such instructions must be received in Good Order. The aggregate amount allocated to Outside Options for a particular Participant may not exceed **[Variable 21]** of the sum of the Investment Value of the Agreement plus any amount that is currently allocated to any Outside Option as of the date of such instruction for that Participant, unless otherwise agreed to by the Company. Exchanges to or out of Outside Options are subject to the terms and conditions stated in Section 6. Unit values are not calculated for amounts allocated to Outside Options. If the Agreement is terminated, all assets held in Outside Options must first be exchanged to the Variable Investment Option in which Exchanges from Outside Options are allocated, as described in Section 6, unless agreed to by the Company.

## 5. DEPOSITS

While this Agreement is in force, the Owner may make Deposits to the Company at its Customer Service Office subject to the following:

- Deposits must be accompanied by allocation instructions in Good Order.
- Deposits will be applied to purchase Units of Allocation Options in accordance with the Owner's allocation instructions, as described in Section 4.2, within the number of Valuation Dates stated on the Specifications page following the receipt of such Deposits and the allocation instructions in Good Order.
- The sum of all Deposits and Exchanges into the Fixed Rate Option in any Agreement Year may not exceed the Maximum Allocation shown on the Specifications page without the written consent of the Company.
- The Company reserves the right to limit the number of Allocation Options to which Deposits may be allocated under this Agreement upon reasonable advance notice to the Owner.
- The Owner's right to allocate Deposits to one or more of the Variable Investment Options for the Plan or any particular Participant may be limited, modified, restricted, suspended or eliminated based on a change in rules or procedures of the Fund underlying the applicable Variable Investment Option. The Company will notify the Owner promptly upon receipt of notice from the Fund of such change.
- The Owner is solely responsible for disclosing to Participants the limits or other restrictions applicable to Deposits under this Agreement.
- Unless agreed to by the Company, Deposits will not be accepted after the Owner notifies the Company that the Plan has been or will be terminated.
- Unless agreed to by the Company, Deposits will not be accepted after either the Owner or the Company notifies the other party of the termination of the Agreement, in accordance with Section 9.3.
- Deposits into the Fixed Rate Option will not be permitted after termination of the Fixed Rate Option as an Allocation Option, as described in Section 7.5.

## 6. EXCHANGES

While this Agreement is in force, the Owner may request Exchanges, subject to the following:

- Requests for Exchanges must be received by the Company at its Customer Service Office in Good Order.
- Exchanges will be executed, as described in Section 4.2, within the number of Valuation Dates stated on the Specifications page following the receipt of the request in Good Order.
- The sum of all Deposits and Exchanges into the Fixed Rate Option in any Agreement Year may not exceed the Maximum Allocation shown on the Specifications page without the written consent of the Company.
- An Exchange from the Fixed Rate Option to one or more Variable Investment Options on any Valuation Date will be subject to a Market Value Adjustment, as described in Section 8.5, if the amount of the Exchange would cause the sum of all Exchanges from the Fixed Rate Option applicable to a given Participant during the immediately preceding 12 month period to exceed the greater of:
  - (a) the amount determined by multiplying the Maximum Exchange Factor, as shown on the Specifications page, by the Participant's Investment Value allocated to the Fixed Rate Option on the Valuation Date that the Exchange is executed; or
  - (b) **[Variable 22]**.
- Exchanges from the Fixed Rate Option to any Competing Allocation Option will not be permitted under this Agreement.
- Unless agreed to by the Company, Exchanges will not be permitted after the Owner notifies the Company that the Plan has been or will be terminated.
- Unless agreed to by the Company, Exchanges will not be permitted after either the Owner or the Company notifies the other party of the termination of the Agreement, in accordance with Section 9.3.
- The Owner's right to make an Exchange to or from one or more of the Variable Investment Options for the Plan or any particular Participant may be limited, modified, restricted, suspended or eliminated based on a change in rules or procedures of the Fund underlying the applicable Variable Investment Option. In addition, the Company will impose any redemption fees or other restrictions or limits on short term trading required by a Fund, or reject any Exchange request if the purchase is reversed by the Fund. The Company will notify the Owner promptly upon receipt of notice from the Fund of any such event.

- Installment payments are not subject to a Market Value Adjustment or Contingent Deferred Charge.
- Interest will be credited daily to the installment balance during the installment payout period at an effective annual interest rate of 2.0%.

## 8. CHARGES AND ADJUSTMENTS

### 8.1 Daily Asset Charge

If shown on the Specifications page, the Company may assess a Daily Asset Charge on the Investment Value of each of the Variable Investment Options. The Daily Asset Charge is used in the calculation of the Net Investment Factor, as described in Section 4.4. The Daily Asset Charge may include but is not limited to the following charges: Sales Expense Recovery Charge, Third Party Administrative Fee, Self-Directed Brokerage Account Fee and Expense Adjustment Charge. If the Owner elects an expense adjustment, the Company will credit an additional Deposit as set forth on the Specifications page and the Daily Asset Charge will include an Expense Adjustment Charge.

The Company reserves the right to change the Daily Asset Charge, shown on the Specifications page, provided that the Company gives the Owner at least 60 days advance written notice of any such change and the Owner consents to such change as described in Section 9.2.

### 8.2 Agreement Charge

An Agreement Charge may apply if the Investment Value of the Agreement falls below the amount shown on the Specifications page. Assessment of an Agreement Charge will result in the cancellation of Units, as described in Section 4.2, on a pro-rata basis from the Investment Value under this Agreement.

### 8.3 Contingent Deferred Charge

The Contingent Deferred Charge is equal to a percentage, shown on the Specifications page, of the Investment Value that is withdrawn from this Agreement. The Contingent Deferred Charge may reduce the dollar amount disbursed to the Owner pursuant to non-benefit Withdrawals, as described in Section 7.

### 8.4 Service Charge

If the Company performs services on behalf of the Owner in addition to those which the Company is required to perform under the terms of this Agreement, charges for those services may be paid directly by the Owner to the Company or may be deducted from the Investment Value of this Agreement, as specified by the Owner in Good Order and agreed to by the Company. The Owner directs that charges for any such services that remain outstanding more than 90 days from the date of invoice will be deducted on a pro-rata basis from the Investment Value of all Allocation Options under this Agreement.

### 8.5 Market Value Adjustment

A Market Value Adjustment may reduce the dollar amount disbursed to the Owner as a non-benefit Withdrawal from the Fixed Rate Option that is not paid out under the Installment Payment Method, as described in Section 7.6, or the amount of an Exchange from the Fixed Rate Option to one or more Variable Investment Options that exceeds the amount described in Section 6.

The Market Value Adjustment is equal to the greater of zero or the product of (a) and (b), where:

(a) is  $5 \times ((I-J) + .005)$ ,

Where I is the **[Variable 23]** minus the sum of the Daily Asset Charge annual percentage shown on the Specifications page and the annual percentage applicable to the Sales and Service Charge shown in the Table of Variable Investment Options that is part of The Guardian Separate Account T Rider attached to this Agreement; and  
J is the interest rate then being credited to the Investment Value allocated to the Fixed Rate Option in this Agreement on the date of the Exchange or the Withdrawal Date.

(b) is the amount of the Investment Value withdrawn or exchanged from the Fixed Rate Option prior to the assessment of any applicable Contingent Deferred Charge or other charges.

## **Statement of Variable Material for Form 08-SAR**

Our submission of the above form for approval in your state includes a number of areas in the form that have been bracketed as variable to allow changes without requiring the form to be resubmitted for approval.

Variable 1	AMC Maximum Percentage	Rider	This is the maximum administrative maintenance charge that would be applicable to any sub-account. Currently that percentage is .50%. The range of values is .40% to .75%. Any change will only affect new issues and will not effect Agreements already in force.
Variable 2	VIO Name	Table of VIOs	This section will be populated with the variable investment options that the owner elects to make available under this contract. The list of current options is included as part of Appendix A. Note that we reserve the right to add, change, or delete the available investment options.
Variable 3	Annual AMC percentage	Table of VIOs	This section will populate the Annual Maintenance Charge percentage applicable to each Variable Investment Option. This amount is the AMC maximum percentage less the any fund related fees.
Variable 4	SSC Percentage	Table of VIOs	This is the annual sub-account charge applicable to the Sales and Service Charge. Currently this value will be 0%, .15%, .25%, .40% or .50% depending on the compensation schedule chosen. The range of values for this variable is 0%-.85%.
Variable 5	Total Annual Sub-Account Charge	Table of VIOs	This is the sum of the annual Administrative Maintenance Charge and the Sales and Service Charge.
Variable 6	Daily Sub-Account Charge	Table of VIOs	This section shows the daily equivalent of the annual Sub-Account Charge.

## THE GUARDIAN SEPARATE ACCOUNT T RIDER

This rider is made part of the Agreement to which it is attached. The Variable Investment Options available under the Agreement are considered sub-accounts of The Guardian Separate Account T (Account T). The Variable Investment Options available under the Agreement are shown in the Table of Variable Investment Options. Changes may be made to these options in accordance with the terms and conditions of the Agreement to which this rider is attached.

### Sub-Account Charges

The following charges apply to each sub-account of Account T:

- The Administrative Maintenance Charge is a charge for Company expenses related to administering a sub-account available under this Agreement. The annual Administrative Maintenance Charge applicable to each sub-account is shown in the Table of Variable Investment Options and will equal **[Variable 1]** of the Investment Value allocated to that sub-account less any compensation received from the Funds that is paid to the Company or its affiliates for administration, distribution, marketing or other services provided to the Funds. If the compensation the Company receives from an underlying Fund equals or exceeds **[Variable 1]**, then the Administrative Maintenance Charge will be zero for that sub-account.
- The Sales and Service Charge is a charge to recover expenses related to the sale of this Agreement. The annual Sales and Service Charge percentage of the Investment Value allocated to each sub-account is shown in the Table of Variable Investment Options.

The total daily Sub-Account Charge applicable to each sub-account is shown in the Table of Variable Investment Options. The Company reserves the right to change the Administrative Maintenance Charge or Sales and Service Charge. Increases in the Administrative Maintenance Charge that are not solely due to changes in the compensation the Company receives from the Fund and any increase in the Sales and Service Charge may be made only with the written consent of the Owner as described in Section 9.2 of the Agreement. All other changes to the Sub-Account Charges do not require such Owner consent.

### Sub-Account Net Asset Value

This sub-account net asset value is used in the determination of the Net Investment Factor described in Section 4.4 of the Agreement. The sub-account net asset value for a Variable Investment Option on any

given Valuation Date is equal to  $\left( \frac{(a) + (b)}{(c)} - (d) \right) \times (e)$  where:

- (a) is the net asset value of a Fund held in the applicable Variable Investment Option, determined as of the end of the then current Valuation Date;
- (b) is the per share or unit of interest amount of any dividend and other distributions made by the Fund since the immediately preceding Valuation Date;
- (c) is the net asset value of a Fund held in the applicable Variable Investment Option, determined as of the end of the immediately preceding Valuation Date;
- (d) is the daily Sub-Account Charges, if any, applicable to the Variable Investment Option, for the number of days since the last Valuation Date and
- (e) is the sub-account net asset value of the Variable Investment Option, determined as of the immediately preceding Valuation Date.

The Guardian Insurance & Annuity Company, Inc.



Secretary



## TABLE OF VARIABLE INVESTMENT OPTIONS

This Table provides a list of Variable Investment Options (sub-accounts) available for allocation of Deposits and Exchanges under this Agreement.

Variable Investment Option Name	Annual Administrative Maintenance Charge	Annual Sales and Service Charge	Total Annual Sub-Account Charge	Daily Sub-Account Charge
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]
[Variable 2]	[Variable 3]	[Variable 4]	[Variable 5]	[Variable 6]

## Appendix A

### List of Variable Funds for Variable 2

This is a current listing of funds, subject to change

AllianceBernstein International Value Fund	RS Investment Quality Bond Fund
American Century Diversified Bond Fund	SSgA Bond Market Index Fund
American Century Equity Income Fund	SSgA EAFE Index Fund
American Century Inflation Adjusted Bond Fund	SSgA Russell 2000 Index Fund
American Century Real Estate Fund	SSgA S&P 500 Index Fund
Columbia Marsico Growth Fund	SSgA S&P MidCap Index Fund
Columbia Small Cap Value I Fund	SSgA Short Term Investment Fund
Davis NY Venture Fund	T. Rowe Price Equity Income Fund
Fidelity Advisor Equity Income Fund	T. Rowe Price Growth Stock Fund
Fidelity Advisor High Income Advantage Fund	T. Rowe Price Retirement 2010 Fund
Fidelity Advisor Small Cap Fund	T. Rowe Price Retirement 2020 Fund
Franklin Growth Fund	T. Rowe Price Retirement 2030 Fund
Goldman Sachs Short-Duration Government Fund	T. Rowe Price Retirement 2040 Fund
Goldman Sachs Small Cap Value Fund	T. Rowe Price Retirement Income Fund
Janus Adviser Forty Fund	T. Rowe Price Short Term Bond Fund
Janus Adviser Mid Cap Value Fund	
JP Morgan Capital Growth Fund	
RS Emerging Markets Fund	

## **Statement of Variable Material for Forms GVFA-APP 2008**

Our submission of the above forms to your state for approval includes a number of areas in the form that have been bracketed as variable to allow changes without requiring the form to be resubmitted for approval.

<b>Variable</b>	<b>Description</b>	<b>Page</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Product Name	1	Marketing name of the product that the application will be used to apply for. This is marked as variable since we would like to have the ability to change the marketing name of the product without resubmitting the application.
Variable 2	CSO Mail Address	1	This is the address that is used to correspond with the Company with respect to this product. This is marked as variable in case the address of our service office changes.
Variable 3	CSO Express Mail Address	1	This is the street address that is used to correspond via overnight mail with the Company with respect to this product. This is marked as variable in case the street address of our service office changes.
Variable 4	Company Executive Office	1	This is the address of the Company's Executive Office. This is marked as variable in case the street address of our executive office changes.
Variable 5	Variable Investment Options	1	This is the listing of variable investment options that are available under this product. Appendix A attached to this document lists the current variable investment options that will be available for this product.
Variable 6	Fixed Rate Option	1	This is marked as a variable in case in the future we decide to not make the Fixed Rate Option available for this product, we can revise the application to no longer show this option.



Regular Mail: Variable 2

Group Pensions Customer Service Center  
P.O. Box 26280  
Lehigh Valley, PA 18002-6280

Express Mail: Variable 3

Group Pensions Customer Service Center  
1560 Valley Center Parkway  
Bethlehem, PA 18017-2289

Executive Office:

7 Hanover Square  
New York, NY 10004

Variable 4

### 1. GROUP VARIABLE FUNDING AGREEMENT PLAN INFORMATION

ABC Plan

Legal Plan Name

John Doe

Plan Trustee(s)

ABC Associates

Company Sponsoring Plan

45 Main Street

Mailing Address

Anytown

City

PA

State

12345

Zip

Street Address (If mailing address is a P.O. Box)

City

State

Zip

### 2. PLAN TYPE (For funding of Internal Revenue Code Section 401(a) plans only)

☒ 401(k)

☐ Profit Sharing

☐ Money Purchase

☐ SIMPLE 401(k)

☐ Defined Benefit

☐ Other

### 3. ALLOCATION OPTIONS

Variable Investment Options (Check all that apply.)

☒ AllianceBernstein International Value Fund

Variable 5

☐ American Century Inflation-Adjusted Bond Fund

☒ American Century Diversified Bond Fund

☐ American Century Equity Income Fund

☐ American Century Real Estate Fund

☐ Columbia Marsico Growth Fund

☐ Columbia Small Cap Value I Fund

☐ Davis New York Venture Fund

☐ Fidelity Advisor Equity Income Fund

☐ Fidelity Advisor High Income Advantage Fund

☒ Fidelity Advisor Small Cap Fund

☐ Franklin Growth Fund

☐ Goldman Sachs Short Duration Government Fund

☐ Goldman Sachs Small Cap Value Fund

☐ Janus Adviser Forty Fund

☐ Janus Adviser Mid Cap Value Fund

☐ JP Morgan Capital Growth Fund

☐ RS Emerging Markets Fund

☒ RS Investment Quality Bond Fund

☐ SSgA Russell 2000 Index Fund

☐ SSgA S&P 500 Index Fund

☐ SSgA S&P MidCap Index Fund

☐ SSgA EAFE Index Fund

☒ SSgA Short Term Investment Fund

☐ SSgA Bond Market Index Fund

☐ T. Rowe Price Equity Income Fund

☐ T. Rowe Price Growth Stock Fund

☐ T. Rowe Price Retirement Income Fund

☐ T. Rowe Price Retirement 2010 Fund

☐ T. Rowe Price Retirement 2020 Fund

☐ T. Rowe Price Retirement 2030 Fund

☐ T. Rowe Price Retirement 2040 Fund

☐ T. Rowe Price Short Term Bond Fund

Fixed Rate Option (Check one.) Variable 6 ☐ Yes

☐ No



GVFA-APP20080101

#### 4. SIGNATURES

**For Residents of Arkansas, Kentucky, Louisiana, New Mexico, Ohio and Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For Residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**For Residents of Maine, Tennessee, Washington, Washington D.C. and Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For Residents of New Jersey:** Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For Residents of Oklahoma: Warning:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**For Residents of Florida:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

All statements made in this application are true to the best of my (our) knowledge and belief, and I (we) agree that they are adopted by and are binding on me (us) and shall form the basis for the Group Variable Funding Agreement ("the Agreement") issued by The Guardian Insurance & Annuity Company, Inc. ("the Company"). I (we) understand that the Agreement applied for shall not take effect until receipt and acceptance of this application, completed in good order, at the Company's Customer Service Center. If the Company fails to accept this application, no Agreement will be issued and any Deposit will be refunded. No agent can change the Agreement, waive any of the Company's requirements, or waive the requirement to answer any question on this application. I (we) further agree that this application shall be affixed to and become part of the Agreement and I (we) verify my (our) understanding that all payments and values provided by the Agreement, when based on the investment experience of the separate account, are variable and are not guaranteed as to a specific dollar amount. I (we) represent that the Plan is qualified under Internal Revenue Code Section 401(a) and is therefore exempt from taxation under Section 501(a). I (we) agree that I (we) understand the terms and conditions of the Agreement. I (we) acknowledge receipt of the Disclosure Document, the Specimen Agreement and the Agreement Offer and agree that I (we) understand the charges and fees, as described in these documents, which may be assessed under the Agreement. As trustee of the above-referenced Plan and acting as a fiduciary on behalf of the Plan, I (we) further acknowledge that this Agreement is a suitable funding vehicle for the Plan.

ABC Plan

Name of Plan

by: John Doe  
Plan Trustee Signature

04/29/08  
Date

Plan Trustee Signature

Date

#### 5. AGENT INFORMATION

Jack Smith

Agent or Registered Representative (Type or print name.)

Smith Financial Group

Name of Broker Dealer (Type or print name.)

456 North Broad Street

Dealer Branch Office Street Address

215-555-1234

Telephone

Branch Office

(123) 222-3456

Fax

627-53894

Branch No. / R.R. No.

Anytown

City

JSmith@hotmail.com

E-mail

PA

State

12345

Zip

State License # (Florida Reps Only)

Co-Agent/Co-Registered Representative (if any)

Branch No. / R.R. No.



GVFA-APP20080102

## Appendix A

### List of Variable Funds for Variable 5

This is a current listing of funds, subject to change

AllianceBernstein International Value Fund	RS Investment Quality Bond Fund
American Century Diversified Bond Fund	SSgA Bond Market Index Fund
American Century Equity Income Fund	SSgA EAFE Index Fund
American Century Inflation Adjusted Bond Fund	SSgA Russell 2000 Index Fund
American Century Real Estate Fund	SSgA S&P 500 Index Fund
Columbia Marsico Growth Fund	SSgA S&P MidCap Index Fund
Columbia Small Cap Value I Fund	SSgA Short Term Investment Fund
Davis NY Venture Fund	T. Rowe Price Equity Income Fund
Fidelity Advisor Equity Income Fund	T. Rowe Price Growth Stock Fund
Fidelity Advisor High Income Advantage Fund	T. Rowe Price Retirement 2010 Fund
Fidelity Advisor Small Cap Fund	T. Rowe Price Retirement 2020 Fund
Franklin Growth Fund	T. Rowe Price Retirement 2030 Fund
Goldman Sachs Short-Duration Government Fund	T. Rowe Price Retirement 2040 Fund
Goldman Sachs Small Cap Value Fund	T. Rowe Price Retirement Income Fund
Janus Adviser Forty Fund	T. Rowe Price Short Term Bond Fund
Janus Adviser Mid Cap Value Fund	
JP Morgan Capital Growth Fund	
RS Emerging Markets Fund	